Bergen COMMUNITY COLLEGE
400 Paramus Road, Paramus, New Jersey 07652
201-447-7100 • www.bergen.edu

BOARD OF TRUSTEES
PUBLIC MEETING

Tuesday, September 4, 2018 – 5:00 p.m.

Paramus Campus – TECHNOLOGY BUILDING – Conference rooms BC

I. Call to Order

II. Open Public Meetings Act Statement

III. Roll Call

IV. Pledge of Allegiance

V. Reports
- A. Vice Chairman
- B. Secretary
- C. Treasurer
- D. President
- E. Committees
  1. Audit, Finance and Legal Affairs
  2. Education and Student Affairs
  3. Personnel
  4. Site and Facilities
  5. Strategic Planning and Issues
- F. Alumni Trustee
- G. Chairperson

VI. Unfinished Business/Board Members

VII. New Business/Board Members

VIII. Open to the Public

IX. Actions
- A. Approval of Minutes: August 7, 2018
- B. Consent Agenda: Tuesday, September 4, 2018

X. Executive Session, if required
(New Business/Open to the Public)

XI. Adjournment

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CONSENT AGENDA

Tuesday, September 4, 2018

Technology Building – Conference Rooms BC

5:00 p.m.

Actions to be considered by the Board of Trustees. Additional actions may be added to this list and may be considered by the Board. Any actions herein listed may be removed from the Agenda by the Board prior to passage.

APPROVAL OF MINUTES: August 7, 2018

AUDIT AND FINANCE (A/F)

1. Approval of Legal Vouchers – DeCotiis, FitzPatrick, Cole & Giblin, LLP.
2. Approval of Labor Invoice – Eric M. Bernstein & Associates, L.L.C.
3. Authorization to award Public Bid P-2282 for On-Call General Contracting for a two-year period.
4. To authorize the purchase and implementation of Astra Schedule Evergreen License/Maintenance and cloud hosting from Ad Astra at a cost of $23,350.00 for a term of one year January 1, 2019 – December 31, 2019.
5. To renew annual subscription with Turnitin for web based plagiarism detection system. This renewal is through the New Jersey Council of County Colleges Joint Purchasing Consortium request for proposal #FY180108.
6. To authorize renewal of membership in Education Advisory Board's Community College Executive Forum research and advisory services.

EDUCATION AND STUDENT AFFAIRS (E/SA)

1. To authorize submission of a College Access Challenge Grant proposal to the NJ Council on Community Colleges, *College Readiness* Now: A Partnership between NJ CCC, New Jersey's Community Colleges, and the Office of the NJ Secretary of Higher Education, in the anticipated amount of $79,708, and to authorize President Michael D. Redmond, or his designee, to execute required documents.
2. To authorize submission of a Community College Opportunity Grants (CCOG) and Planning Grants to County Colleges in an initial amount of $250,000, and to authorize President Michael D. Redmond, or his designee, to execute required documents.
3. To authorize acceptance of year 4 of a five-year grant (# P407A150069) from the U. S. Department of Education (DOE) in the amount of $481,602.00 for the Transition Program for Students with Intellectual Disabilities into Higher Education grant, and to authorize President Michael D. Redmond, or his designee, to execute required documents.
4. Authorize submission of a grant application to the US Department of Education Pilot Program for Cybersecurity Education Technological Upgrades for Community Colleges program for $100,000, and to authorize President Michael D. Redmond or his designee to execute required documents.

5. Authorize participation in a partnership with the NJ Council of County Colleges and Passaic County Community College to submit a grant to the US Department of Education Pilot Program for Federal Open Education Resources (OER) Pilot Program, and to authorize President Michael D. Redmond or his designee to execute required documents.

PERSONNEL (P)

1. Approve appointment of Michael D. Redmond, Ph.D. as President of Bergen Community College.
2. Retirement: Project Personnel – Grants
3. Appointment: Senior Manager of Grants/Compliance Officer (Grants)
4. Appointment - Grant (Title V)
5. Reappointment: Project Personnel – Grants
6. Appointment: Lecturers, Fall 2018 Semester
7. Appointment: Program Coordinator/Director
8. Resignation: Confidential
9. Appointment: Interim Assistant Dean, Adjunct Administration
10. Appointment: Support Staff (This appointment is being made in accordance with the Bergen Community College Support Staff Association (BCCSSA) contract, Article XV, after successful completion of his probationary period).
11. Appointment: Student Affairs Athletic Program (Coaching Staff)
12. Appointment: Program Coordinator/Director
13. Agreement with "The Registry for College and University Presidents and Bergen Community College" for contract services for an Interim Executive Director, Foundation Department.
14. Approve: Return from Leave of Absence/Support Staff
15. Resignation: Support Staff
16. Retirement: Administrators
17. Retirement: Support Staff
18. WHEREAS the Bergen Community College ("College") and the Bergen Community College Chapter of United Adjunct Faculty of New Jersey ("Adjunct Faculty") agree to recommend the following terms for a successor collective bargaining agreement subject to Board approval.

SITE AND FACILITIES (S/F)

1. To award Public Bid P-2278 to Nickerson Corporation for the provision and installation of new bleachers in the Pitkin Education Center gymnasium.
2. To award Public Bid P-2284 for construction of a STEM Student Research Center in the former Dental Hygiene Lab in the Pitkin Education Center to GPC, Inc.

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BOARD OF TRUSTEES ACTION A/F 1
Approval Date: September 4, 2018

Resolution:
Approval of Legal Vouchers – DeCotiis, FitzPatrick, Cole & Giblin, LLP.

Submitted By
Mr. Victor Anaya, Executive Director, Finance
Mr. James R. Miller, Executive Director, Human Resources

Action Requested
Approval for payment of the following legal vouchers:

July 1, 2018 to July 31, 2018	DeCotiis, FitzPatrick, Cole & Giblin. LLP.	$ 37,565.99

Legal bills are available on the College's website under the Board of Trustees at the following address:

http://www.bergen.edu/about-us/board-of-trustees/legal-bills

Charge to: College Operating Funds
Account Number: 10-01-186100-607566

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BOARD OF TRUSTEES ACTION A/F 2
Approval Date: September 4, 2018

Resolution:
Approval of Labor Invoices – Eric M. Bernstein & Associates, L.L.C.

Submitted By
Mr. Victor Anaya, Executive Director, Finance
Mr. James R. Miller, Executive Director, Human Resources

Action Requested
Approval for payment of the following labor invoices $ 2,550.00

Invoices for July, 2018.

Legal bills are available on the College's website under the Board of Trustees at the following address:

http://www.bergen.edu/about-us/board-of-trustees/legal-bills

Charge to: College Operating Funds
Account Number: 10-01-186100-607566

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BOARD OF TRUSTEES ACTION A/F 3
Approval Date: September 4, 2018

Resolution
Authorization to award Public Bid P-2282 for On-Call General Contracting for a two-year period.

Submitted By
Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. Victor Anaya, Executive Director, Finance
Mr. Samuel John, Acting Managing Director, Physical Plant
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested
Authorization to award Public Bid P-2282 for On-Call General Contracting to Premier Homes & Additions, Inc. for the estimated amount of $407,283.00 for the period September 10, 2018 through September 9, 2020.

Justification
The College requires the services of an on-call general contractor to have minor alterations and repairs completed efficiently and expeditiously. There was a tie between the two low bidders, and as per County College Contract Law 18A:64A-25.20, the county college may award the contract to either one of the parties at its discretion.

Premier Homes & Additions, Inc. has been the on-call general contractor for the College over the last five years. This contractor has extensive experience working with the College's Building & Grounds Department in making repairs to office spaces, classrooms and labs. Furthermore, their staff works well with the other trades (Electricians, HVAC mechanics, Locksmiths, and Plumbers) on projects where coordination between these parties is critical to the timely completion of the rehab/renovation work. Based on the extensive experience that Premier Homes & Additions, Inc. has at the College as the on-call general contractor, and the demonstrated quality of their work, it is advantageous to the college to award the contract to Premier Homes & Additions, Inc.

Twenty-two bidders registered to receive bid packets, and six bids were received. See list below for bids received.

GPC, Inc.	$407,283.00
Premier Homes & Additions, Inc.	$407,283.00
GL Group, Inc.	$604,100.00
B&B Contracting Group LLC	$657,950.00
Cypreco Industries, Inc.	$716,750.00
Ascend Construction Management, Inc.	$774,500.00

Charge To: College Operating Funds
Account Number: 10-06-610100-607550

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BOARD OF TRUSTEES ACTION A/F 4
Approval Date: September 4, 2018

Resolution
To authorize the purchase and implementation of Astra Schedule Evergreen License/Maintenance and cloud hosting from Ad Astra at a cost of $23,350.00 for a term of one year January 1, 2019 – December 31, 2019.

Submitted By
Mr. Victor Anaya, Executive Director, Finance
Mr. Jim Miller, Executive Director, Human Resources
Mr. Ron Spaide, Chief Information Officer
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested
Authorization to purchase Astra Schedule Evergreen License/Maintenance and Cloud Hosting from Ad Astra at a cost of $23,350.00 for a term of one year January 1, 2019 – December 31, 2019.

Justification
The College's current version of Astra scheduling software will no longer be supported as of 12/31/18. Ad Astra has mandated that all customers upgrade and move to their Astra cloud hosted scheduling solution (Astra Schedule Evergreen) as the replacement for this end of life product. There are no implementation fees and 2 hours of web-based training is provide free of charge as well. Astra scheduling is used at all three locations for all academic room scheduling as well as for meetings, and events on campus. Astra Schedule is only available through Ad Astra.

The college has a need to award this procurement as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4. Ad Astra has submitted a Political Contribution Disclosure Form and a Stockholder Disclosure Form in accordance with N.J.S.A. 19:44A-20.26 and a Business Entity Disclosure Certification in accordance with N.J.S.A. 19:44A-20.8, certifying that it has not made any reportable contributions to a political candidate committee in the County of Bergen in the prior year, and that the contract will prohibit it from making any reportable contributions through the term of the contract. The Political Contributions Disclosure, the Stockholder Disclosure Certification, Business Entity Disclosure will be maintained on file at the college.

This purchase is below the county college bid threshold and proprietary computer software is exempt from public bidding in accordance with County College Contracts Law 18A:64A-25.5 (a) (19).

Charge To: College Operating Funds
Account Number: 10-01-165100-607526

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BOARD OF TRUSTEES ACTION A/F 5
Approval Date: September 4, 2018

Resolution
To renew annual subscription with Turnitin for web based plagiarism detection system. This renewal is through the New Jersey Council of County Colleges Joint Purchasing Consortium request for proposal #FY180108.

Submitted By
Mr. Victor Anaya, Executive Director, Finance
Mr. Ronald Spaide, Chief Information Officer
Ms. Amarjit Kaur, Managing Director, Center for Innovation in Teaching and Learning
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested
Authorization to renew Turnitin plagiarism detection subscription for the period of 10/1/18 through 9/30/19 at an amount not to exceed $34,427.02 in accordance with the request for proposals issued by Cumberland County College on behalf of the New Jersey Council of County College Joint Purchasing Consortium.

Justification
This is our web-based plagiarism detection service used to improve student writing, originality checking, and formative feedback with or without our Learning Management System.

The lead college, Cumberland County, has advertised a Request for Proposals on behalf of the Consortium.

Consortium purchases are allowed in accordance with County College Contracts Law 18A:64A:-25.10.

Charge to: College Operating Funds
Account: 10-01-165100-607526

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BOARD OF TRUSTEES ACTION A/F 6
Approval Date: September 4, 2018

Resolution
To authorize renewal of membership in Education Advisory Board's Community College Executive Forum research and advisory services.

Submitted By
Mr. Victor Anaya, Executive Director, Finance
Dr. Waldon Hagan, Vice President, Student Affairs
Dr. William Mullaney, Vice President, Academic Affairs
Ms. Barbara Golden, Director, Purchasing and Services

Action Requested
Authorization to enter into an agreement to extend its membership with Education Advisory Board for an additional two (2) years in the Community College Executive Forum to end on September 22, 2020. The cost of membership is $30,686 for the first year, $32,222.00 for the second year. In addition, an invoice of $1,500 in each Year of the Extended Term to offset travel and other administrative expenses.

Justification
Membership in the Community College Forum provides community college leadership unlimited access to best practice research focusing on Academic Affairs, Business Affairs, Continuing and Online Education and Student Services.

The college has a need to procure this service as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4. Education Advisory Board has submitted, a Political Contribution Disclosure Form and a Stockholder Disclosure Form in accordance with N.J.S.A 19:44A-20.26 and a Business Entity Disclosure Certification in accordance with N.J.S.A. 19:44A-20.8, certifying that it has not made any reportable contributions to a political or candidate committee in the County of Bergen in the prior year, and that the contract will prohibit it from making any reportable contributions through the term of the contract. The Political Contribution Disclosure, the Stockholder Disclosure Certification, Business Entity Disclosure will be maintained on file at the College.

This service is exempt from bidding in accordance with County College Contracts Law 18A:64A-25.5 (a) (15) Professional Consulting Services

Charge To: College Operation Funds
Account Number: 10-01-160100-607502

Justification EAB Membership

Education Advisory Board (EAB) helps leaders in education to solve their biggest problems. From my experiences with the company—over 10 years now— they indeed do what their website declares: They forge and find "best practices to address education's top challenges with research forums dedicated to presidents, provosts, chief business officers, and many other key academic and administrative leaders. Through these forums, we provide peer-tested research that answers education's most pressing issues."

Specifically, Bergen Community College's membership in EAB's Community College Executive Forum gives the institution access to a host of resources and services:

In-Depth Best Practice Studies—Comprehensive reports containing detailed profiles of dozens of innovative practices and strategies, implementation road maps and advice. Member organizations have unlimited access to all Best Practice Profiles.

Dedicated Advisor—Senior member of Forum staff who will serve as primary point of contact and will facilitate service utilization and dissemination of breakthrough practice reports, tools and dashboards.

Annual President's Roundtable—One day sessions designed for Forum staff to present the major research findings from the year and facilitate discussion amongst Presidents on how to introduce these ideas to their own organizations.

Leadership Summit—One day summits for Cabinet executives and rising leaders to review our research on selected hot topics from the current year's research and to network with peers

Hot Topic Webinars—Hour-long educational intensives facilitated by research leaders to provide discussion and implementation support on topics covered by the Community College Executive Forum, without the burden of travel. Hot Topic Webinars are open to all staff at member institutions.

Onsite Working Session—Once each membership year, senior Forum staff will travel to a member organization to engage and enfranchise an audience of the member organizations' choosing. During the onsite, we present the year's breakthrough practice research or help "unpack" the practices to help put them into place at your organization.

Diagnostic Tools, Dashboards, Customizable Presentation Decks, and Implementation Toolkits— Tools, dashboards and templates accompanying Best Practice Studies for benchmarking performance, making the case for implementation, and identifying areas for future improvement.

Unlimited Access to EAB Experts—Direct and immediate access to analysts, researchers and senior consultants in the Community College Executive Forum to discuss any practice, troubleshoot problems related to implementation or run deep on unique issues. Staff is available to provide follow-up support and networking contacts, as well as share documents obtained during the course of research.

Ask EAB—Members can access a dedicated team of EAB content specialists who can track down answers to your particular questions, leveraging a combination of existing EAB research, external research sources, as well as calling on peer institutions when necessary.

Community College Insights—Weekly email sent by Forum experts showcasing ongoing research, analysis of breaking news, and overviews of important higher education trends. Available to all staff.

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P 202.747.1000 | F 202.747.1010 | eab.com

August 21, 2018

Dr. Waldon Hagan
Vice President Student Affairs
Bergen Community College
400 Paramus Rd
A 310
Paramus, NJ 07652

Re: **Extension of Membership – Community College Executive Forum**

Dear Waldon Hagan:

Thank you for your participation in the Community College Executive Forum membership (the "**Membership**") of EAB Global, Inc. ("**EAB**" or "**we**"). The Membership ends on September 22, 2018, unless otherwise extended, and we are hopeful that you will elect to continue your Membership by returning a signed copy of this amendment (this "**Amendment**") to your Letter of Agreement–Community College Executive Forum entered into by Bergen Community College ("**Member**" or "**you**") dated (as may be previously supplemented and/or amended, the "**LOA**"). As such, this Amendment amends and supplements the LOA as set forth below.

I. Terms of Enrollment

Member agrees to extend its membership in the Membership for an additional two (2) years to end on September 21, 2020 (the "**Extended Term**," and together with the original membership term, the "**Membership Term**," and each year therein a "**Year**"). The Membership covers only the following educational facilities:

Bergen Community College

Financial Terms

You agree to pay the preferred fees described below through the Extended Term.

Annual Membership Fees

Membership Term	Membership	Membership Fees
September 22, 2018 - September 21, 2019	Community College Executive Forum	$30,686
September 22, 2019 - September 21, 2020	Community College Executive Forum	$32,220

You will pay the annual Membership fees on the start date of each Year of the Membership Term. We will also invoice an additional $1,500 in each Year of the Extended Term for each Membership to offset our travel and other similar administrative expenses.

II. Extension of Membership

Except as otherwise provided in this Amendment, the terms and conditions of the LOA remain in full force and effect in accordance with its terms. To extend the Membership under the terms of this Amendment, please return a complete, signed copy of this Amendment. If you do not return a signed copy of this Amendment to Elizabeth Chang at echang@eab.com by **September 21, 2018**, the fees set forth above are subject to change.

EAB Global, Inc.:		**Bergen Community College:**	
Signature:		Signature:	
Name:	Jessica Harris	Name:	
Title:	Chief Accounting Officer	Title:	
Date:	8/21/2018	Date:	

Member Education

Available On-Campus Presentations for 2018*

EAB consultants are available by phone, webconference or on-site for in-depth conversations around the many issues crowding community college agendas. Because our consultants are working closely with hundreds of community college leaders every year, they bring a wealth of "battle-tested" advice to help you think through complex issues.

Strategic Planning

Top Strategic Opportunities for Community Colleges in 2018

State of the Sector

Presentation Overview

Community colleges are being challenged to extend their reach beyond traditional geographic service areas to stabilize funding amid growing financial pressure. Attendees will learn:

- The four greatest strategic opportunities for colleges in light of demographic and political shifts
- Strategies to reinvigorate the college role at the nexus of K-12, four year institutions and career
- Quick wins to optimize market presence through boosting community marketing and branding

Suggested Audience

Cabinet members, Boards

Suggested Format:

Keynote Address, Innovation Workshop

Presentation Length

Approx. 1 Hour

Guided Pathways and Student Retention

Achieving Pathways Goals with Student Centric Design

Taking Guided Pathways Academic Reform from Theory to Implementation

Presentation Overview

Achieving Pathways Goals with Student-Centered Design breaks down the complexity and uncertainty of the Guided Pathway model into four discrete steps. Attendees will learn how to:

- Design program maps and meta-majors with an emphasis on student needs
- Manage course capacity while ensuring schedule stability
- Structure flexible academic calendars that keep students on pace for completion

Suggested Audience

Presidents, President's Cabinet, VP of Academic Affairs, VPs of Student Affairs, Student Success Team

Suggested Format:

Cross-campus working group or task force

Presentation Length

Approx. 2 Hours

**We respectfully request at least 12 weeks' advance notice to ensure researcher availability. To request an onsite presentation, please contact your institution's dedicated advisor and provide us with potential dates.*

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Available On Campus Presentations for 2018

Guided Pathways and Student Retention (cont.)

Developing and Implementing Strategic Goals to Drive Student Retention

Getting to the Next Phase in Student Success

Presentation Overview

Leaders must embrace a move beyond the incremental initiative-based approach to expanding completion rates. Attendees will learn how to:

- Make strategic student success goals meaningful for departments and faculty
- Increase individual faculty participation in mitigating student risk
- Elevate the effectiveness of student success committees and task forces using methods tried and tested at leading universities

Suggested Audience
President's Cabinet, VP of Academic Affairs, VPs of Student Affairs

Suggested Use:

Cabinet strategy session

Not recommended for: Keynote, faculty professional development

Presentation Length

Approx. 1.5 – 2 Hours

Featured Workshop: Guided Pathways Program Map and Meta-Major Design Accelerator

This onsite consultation with program heads, chairs and designated faculty will expedite progress in program map and meta-major creation. Attendees will work with an EAB facilitator to turn course lists into sequential program maps and learn the principles of effective meta-major design.

Outcomes of this work will be draft program maps and a plan to gain visibility and buy-in to the pathways design across campus and with critical stakeholders.

Suggested Audience
Guided pathways leader, Student success Team

Suggested Use:

Interactive Workshop

Workshop Length

Approx. 1.5 – 2 Hours

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Available On Campus Presentations for 2018

Strategic Enrollment Management

The Shifting Enrollment Landscape

New Disciplines for Marketing and Recruitment

Presentation Overview

To avoid long-term enrollment losses and prevent budget shortfalls college leaders can no longer afford to rely on unscalable outreach activities that simply build awareness of the college. Attendees will learn how to:

- Expand outreach activities to engage students new to higher education
- Reach students with many college options earlier in the decision process and convince them to attend your college
- Efficiently implement the latest tech-driven marketing and recruitment strategies

Suggested Audience

Cabinet, Senior Enrollment Services Staff, Marketing Staff, Community and Employer Outreach Staff

Presentation Length

Approx. 2 Hours

Preventing Early Attrition

Supporting Critical Student Decisions from Application through the First Semester

Presentation Overview

Our research provides college leaders with a playbook to replace the traditional student services matrix built around administrative silos with a system built to support critical student decisions and prevent early dropout. Attendees will learn how to:

- Help students acquire the maximum amount of aid and public benefits for which they are qualified
- Guide students to academic decisions that fit their career interests and provide them a path from day one to completion
- Prevent students from dropping out during the first term with targeted interventions

Suggested Audience

Cabinet members, faculty and student services staff

Presentation Length

Approx. 1.5 – 2 Hours

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Community College Executive Forum Annual Summit

Future-Proofing the Community College

June 15	July 20	September 17	October 12	October 18
8:30 a.m. – 4:00 p.m. Washington, DC *Reserved for Presidents*	8:30 a.m. – 4:00 p.m. Chicago, IL	8:30 a.m. – 4:00 p.m. Washington, DC	8:30 a.m. – 4:00 p.m. Marina del Rey, CA	8:30 a.m. – 4:00 p.m. Nashville, TN *Rural Colleges Preferred*

The Community College Executive Forum leadership team is pleased to invite you to our Annual National Summit. The upcoming summit is a **one-day meeting held across the country**. The meeting serves as an opportunity to hear the latest research from EAB experts, learn innovative ideas and best practices about implementing academic and financial sustainability reforms at your college, and network with like-minded leaders. Join us as we present and discuss research on some of our members' most pressing questions:



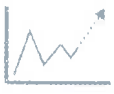
What are the most effective ways to ensure long-term success for our increasingly diverse students?



How should the practices and policies that shape our program offerings evolve to respond to student, industry, and government demands?



What is the most effective path to community college differentiation in a competitive higher education landscape?



How can we prepare community colleges to meet the challenges of the future?

REGISTER NOW

Space for this event is limited. Register by clicking

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Future-Proofing the Community College: Agenda

8:30 a.m.

Guest Registration

Light Breakfast Provided

9:00 – 10:15 a.m.

The Future of the 2 Year Sector in an Era of Volatility

The public perceives community colleges to be the best value in higher education, but concern about the financial and enrollment outlook still tops presidential agendas. Meanwhile, students increasingly come from underserved populations and public funding continues to decline. With a shrinking market and a growing at-risk student population, the college must adapt to survive a competitive education landscape.

Key issues to be addressed include adapting the college business model to accommodate fluctuating financial variables, demographic change driven by the changing behaviors of Generation Z, and strategic differentiation in a crowded higher ed landscape.

Boosting Student Equity

Part I
10:30 - noon

Part II
1:00 – 2:00 p.m.

The proportion of traditionally underserved students at community colleges continues to grow, but their outcomes consistently lag behind their peers. As performance-based funding models become the norm, poor student outcomes—especially for the underserved populations disproportionately served by community colleges—mean that colleges could be further penalized when states allocate resources. To achieve sustainability, colleges must prove that they present the best opportunity for all students.

Key issues to be addressed include reforming student services to support shifting demographics, flexing program modalities, and redesigning classroom policies to be sensitive to part-time students.

Noon

Lunch

Lunch Provided

Catalyzing College Growth Amid Declining Market Share

2:15 – 4:00 p.m.

Enrollments have fallen consistently across the community college sector since the peak of the Recession. Meanwhile, national enrollment declines are exasperated by a changing student body. Since 2011, adult enrollments have decreased by 20% while dual enrollments—students unlikely to enroll full-time—have increased by 45%. While most colleges have made significant investments in marketing and recruitment, they will be unable to close the gap using their historical message of access and affordability.

Key issues to be addressed include identifying new student segments, learning how to communicate to these new segments with targeted marketing, and telling a new story career value for a discerning Generation Z audience.

4:00 p.m.

Reception

Light Refreshments Provided

Agenda times are subject to change.

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EAB

Community College Executive Forum

2018 Fall Webconference Series

Take the Pain Out of Strategic Planning

Tuesday, September 11

2:00 p.m. – 3:00 p.m. Eastern Time

Presenter: Magda Rolfes

While strategic planning is critically important for community college leaders, it is too often a drawn-out process that loses impact and energy over time. Institutions that miss the mark on strategic planning run the risk of wasting time, stalling institutional momentum, and yielding faculty distrust. This presentation will help you streamline your college's strategic planning process and align stakeholders to your institution's goals. This webconference is best suited for presidents, provosts, and senior level cabinet members.



Making the Most of Your CCEF Membership

Tuesday, September 25

2:00 p.m. – 3:00 p.m. Eastern Time

Presenters: Kibibi Bonner, Magda Rolfes

From preparing for future industry trends to choosing the best strategy for your college, EAB helps you translate research into action. This webconference highlights the resources, research, and services available to help you make the most of your EAB membership. This session will be particularly helpful for team members who are not yet familiar with the membership or who are looking to increase their engagement with Community College Executive Forum research and services.



Redesigning Student Support Services for Part-Time Students

Wednesday, October 10

1:00 p.m. – 2:00 p.m. Eastern Time

Presenter: Larisa Hussak

The majority of community colleges students are enrolled part-time, and projections suggest this trend will continue. However, part-time students often struggle to access critical student support services that are housed on-campus or made available during inaccessible times. As a result, the vast majority of part-time college students do not complete, placing the college's mission and sustainability in jeopardy. This webconference presents best practices for designing student support service models that respond to part-time student needs. We recommend this presentation for vice presidents of student services and student affairs.



Reenrolling Your Stopped-Out Students

Thursday, November 15

3:00 p.m. – 4:00 p.m. Eastern Time

Presenter: Larisa Hussak

Stopping out is often an unavoidable choice for today's college students who face a number of obstacles and off-campus responsibilities. The vast majority of stopped out students report a desire to return and complete their credentials. However, these students have many concerns about reenrolling—ranging from financial to academic. Several colleges have implemented programs that provide necessary resources and in turn, have reenrolled hundreds of students. Join this webconference as we take a close look at some of our favorite reenrollment campaigns that have proven successful at reengaging stopped out students and incentivizing their completion. This webconference is meant for presidents and vice presidents of enrollment or marketing.



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Bergen COMMUNITY COLLEGE
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BOARD OF TRUSTEES ACTION E/SA 1
Approval Date: September 4, 2018

Resolution:
To authorize submission of a College Access Challenge Grant proposal to the NJ Council on Community Colleges, *College Readiness* Now: A Partnership between NJ CCC, New Jersey's Community Colleges, and the Office of the NJ Secretary of Higher Education, in the anticipated amount of $79,708, and to authorize President Michael D. Redmond, or his designee, to execute required documents.

Submitted By
Dr. William P. Mullaney, Vice President of Academic Affairs
Dr. Waldon Hagan, Vice President of Student Affairs
Mr. Victor Anaya, Executive Director, Finance
Ms. Jennifer Migliorino-Reyes, M.A., Dean for Student Support Services
Dr. William J. Yakowicz, Director, Grants Administration

Action Requested
Authorize submission of a College Readiness Now grant. The New Jersey Council of County Colleges (NJCCC) announced a continued partnership between the State of New Jersey Office of the Secretary of Higher Education (OSHE) and New Jersey's 19 community colleges to increase college readiness of high school students prior to graduation. This year's funding will focus on assisting students in becoming college ready in English and/or math, and perhaps earning college credits.

Bergen will develop/deliver programs that integrate students approaching college ready status with college ready students using evidence-based approaches. Two primary approaches are supported:

1. Traditional College Ready Programs. This includes summer bridge, boot camps, or semester long programs and only serves students who are not yet college ready.
2. Accelerated Learning Program (ALP). Students who are not yet college ready enroll in a college credit-bearing course while also being provided with additional supports. While this approach primarily serves students who are not yet college ready, college ready students can earn college credits if taking a course with other students who are not yet college ready.

The grant funding cycle runs from July 1, 2018 - June 30, 2019. However, programs can extend until August 20, 2019 as long as funds are expended or encumbered by June 30, 2019.

No college funds are required.
A draft project summary and budget follow below.

Program Summary

Dr. Damyen Davis – Summer Intensive
Dr. David Eichenholtz – Accelerated Learning Program

Bergen Community College proposes building upon a powerful foundation of recent highly successful initiatives to develop and implement the "College Readiness Now V" program. The foundation includes the four successful previous College Readiness Now projects and Summer Intensive Program. The program will improve student college readiness through a nine-week intensive student-focused set of learning opportunities and college experiences integrating academic skills development, student supportive services, and faculty advisement for holistic personal development.

The project addresses the requirements set forth by the NJ Council of County Colleges. The target population for participation is an anticipated 50 12th -grade students from six of the College's primary feeder districts, Teaneck and Hackensack, who have applied for admission as first-time degree seeking students but who did not achieve college readiness scores in English/language arts and/or mathematics. The project also involves students from four additional partner schools, including Bergenfield High School, Bogota High School, Englewood High School, and Garfield High School. The project is critically important to these students as they are among the more than eighty-three percent (>83%) of students from these six districts requiring developmental or remedial work. Just as seriously, the targeted participants are students who are living in families below the poverty threshold. Furthermore, most are from families that are underrepresented in college.

The program components, schedule, and resources were jointly developed by principals, teachers, counselors, and professional staff from the high schools in collaboration with the College's academic, student support, and administrative teams. It includes a concentration on academic skill-building to ensure students improve necessary skills to deal effectively with requisite tests and the rigors of college-level work. Access to the college's Math Hub along with classroom-based hands-on learning, tutoring, and supplemental instruction will enable students to improve competencies in developmental English/ language arts and mathematics.

At the Math Hub, developmental math courses are offered to students in a blended format. This is not the traditional lecture-based math course that most students have always experienced. Instead, students follow a schedule of requirements and work individually on a computer in order to actively learn mathematics. Each student has the opportunity to watch videos, look at worked-out sample problems, work math problems, receive immediate feedback, and take tests --- all on the computer.

Students will also enroll in the college's Success 101 course (students will receive 3 college credits for this course) which helps students learn the essential study skills necessary to succeed in college – reading, note-taking, studying, memorizing, test taking, and writing. Opportunities for students to participate in and learn about BCC's resources, technology-rich environment, and the vital student support services available to them will be provided.

An older test version of Accuplacer will be used as the pre-test and will be administered at the onset of the program. A new version of Accuplacer will be administered at the end of the program to determine final placement into either basic skills courses or regular college-level courses.

College Readiness Now V: 2018-2019
Estimated Budget Summary Form

Please submit the following estimated budget summary form along with your proposal.

Section A: College Information	
Institution:	BERGEN COMMUNITY COLLEGE
Lead Contact:	Dr. Damyen Davis
Email Address:	ddavis1@bergen.edu

Section B: Detailed Budget

Please provide us with a line item budget of your planned expenditures for the grant period, which shall conclude on June 30, 2019.

Budget Line	Description/Calculations (itemized)	Grant Award
Personnel	**Professional Math Tutors** - Summer College-Readiness Program - 1 BCC Professional Tutor will provide tutoring to students in the developmental math course. 1 tutor @ $20/hour x 4 hours/week x 6 weeks = $480.00	$ 480.00
Personnel	**Professional English Tutors** - Summer College-Readiness Program - 1 BCC Professional Tutor will provide tutoring to students in English skills. 1 tutor @ $20/hour x 4 hours/week x 6 weeks = $480.00	$ 480.00
Personnel	**Peer Leaders** - Summer College-Readiness Program - 7 BCC students will each receive a $1,000 stipend to work with CRN V students in transitioning to college. 7 students @ $1,000 each = $7,000	$ 7,000.00
Fringe Benefits	Fringe Benefits for part time workers are calculated at 8.15% of salary and include FICA and Workers Compensation. $11,320 x 8.15% = $923.00	$ 923.00
Consultants/Contractors	**Consultant** - Summer College-Readiness Program - Outside consultant to provide 1 workshop to students @ $1,000 per workshop.	$ 1,000.00
Travel	**Bus Transportation -** Bus transportation to and from Bergen Community College during the two-week Boot Camp sessions. Bus cost is $250/bus x 2 trips x 1 bus x 13 days (first 3 weeks of the program) = $6,500.00	$ 6,500.00
Travel	Local travel by project director to attend technical assistance meetings or professional development opportunities. 100 miles @ $0.535/mile	$ 53.00

Materials and Supplies	**Books and Supplies** - Student Success Course and ALP Math Developmental Course, and English Developmental Course - including but not limited to: text books, binders, dividers, pencils, Student Success book rental, Strenghtquest book purchase. 30 students @ $150/student = $4,500.00	$ 4,500.00
Materials and Supplies	**Math Lab Software Licenses** - Summer College-Readiness Program - 20 students @ $115/student = $2,300.00	$ 2,300.00
Advertising and Marketing	**Printing Costs** - Summer College-Readiness Programs - Brochures and program materials	$ 4,154.00
Technology and Equipment (Unit Cost of $2,000 or More)		$
Other (specify)	**Tuition** - Developmental English Course - Provide tuition and course fees for 10 students participating in the developmental English course. Students will take one 5-credit developmental English course (per Accuplacer scores) during the Summer College-Readiness Program of 2018. Tuition for a 5-credit course is $721.25; fees are $225 per student = $946.25/student x 10 students = $9,462.50	$ 9,462.50
Other (specify)	**Tuition** - Developmental Math Course - Provide tuition and course fees for 20 students who will need a developmental math course. Students will take one 4-credit developmental math course (per Accuplacer scores) during the Summer College-Readiness Program of 2018. Tuition for a 4-credit course is $577; fees are $183 per student = $760/student x 20 students = $15,200.00	$ 15,200.00
Other (specify)	**Tuition** - Student Success Course - Provide tuition and course fees for 30 students participating in the Summer College-Readiness Program. Each student will take the 3-credit IST College Success 101 Course during the College-Readiness Program of 2018. Cost includes $432.75, tuition; $141.10 fees = $573.85/student x 30 students = $17,215.50	$ 17,215.50
Other (specify)	**Food** - Summer College-Readiness Program - Provide lunch for 40 students and staff participating in the Summer College-Readiness Program at a cost of approximately $9/person per day. $9 x 40 students and staff x 29 days = $10,440.00	$ 10,440.00
Total:		$ 79,708.00

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BOARD OF TRUSTEES ACTION E/SA 2
Approval Date: September 4, 2018

Resolution:
To authorize submission of a Community College Opportunity Grants (CCOG) and Planning Grants to County Colleges in an initial amount of $250,000, and to authorize President Michael D. Redmond, or his designee, to execute required documents.

Submitted By
Dr. William P. Mullaney, Vice President of Academic Affairs
Dr. Waldon Hagan, Vice President of Student Affairs
Mr. Victor Anaya, Executive Director, Finance
Dr. William J. Yakowicz, Director, Grants Administration

Action Requested
Authorize submission of a proposal for the Community College Opportunity Grant (CCOG) Pilot Program. The final FY19 NJ budget includes $25 million towards the Governor's proposed Community College Opportunity Grant (CCOG) Program. Through this funding opportunity, the Office of the Secretary of Higher Education (OSHE) and the Higher Education Student Assistance Authority (HESAA) will select an inaugural cohort of county colleges to pilot the CCOG Program, during the Spring 2019 semester. This pilot will offer valuable lessons in planning for future funding to expand the number of students who can be offered free community college across the state.

The state's FY2019 budget appropriates $20 million toward CCOG awards to students with an adjusted gross income (AGI) under $45,000, and $5 million in direct grants to county colleges for planning, outreach, and recruitment of eligible students. To maximize the impact of the available appropriation, we will pilot this initiative with students at a select number of institutions.

No college funds are required.

A program summary follows below. The budget is in development and will be forthcoming.

CCOG Program Summary

Overview

New Jersey's county colleges may apply to pilot the CCOG Program by participating in the Community College Innovation Challenge (CCIC). County colleges chosen to participate will be designated as CCOG Pilot Schools. Every county college submitting a CCIC application will receive a grant of at least $250,000 which, for CCOG Pilot Schools, will support implementation of the CCOG Program, and for schools not selected, will help to build capacity for future iterations of this initiative.

Students attending a CCOG Pilot School will be eligible to receive CCOG awards if their AGI is between $0 and $45,000 and they take six or more credits at a selected county college. CCOG awards are "last-dollar" scholarships. The amount of an individual student's award shall be the student's total remaining balance of spring 2019 semester tuition and educational fees, after applying any other federal, state, or institutional aid which the student receives.

HESAA and OSHE will jointly review submissions for the CCIC, and jointly administer this funding opportunity. They now invite New Jersey's county colleges to submit CCIC applications to be CCOG Pilot Schools.

Eligibility criteria

Each of New Jersey's county colleges is eligible to submit a CCIC application for identification as a CCOG Pilot School. Students attending CCOG Pilot Schools will be eligible for CCOG awards. HESAA and OSHE will jointly identify CCOG Pilot Schools based on the quality of their CCIC applications. Decisions will also include considerations of how institutional cost projections fit within statewide program funding constraints and a preference for ensuring geographic diversity of selected institutions across the state.

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BOARD OF TRUSTEES ACTION E/SA 3
Approval Date: September 4, 2018

Resolution:
To authorize acceptance of year 4 of a five-year grant (# P407A150069) from the U. S. Department of Education (DOE) in the amount of $481,602.00 for the Transition Program for Students with Intellectual Disabilities into Higher Education grant, and to authorize President Michael D. Redmond, or his designee, to execute required documents.

Submitted By
Dr. William P. Mullaney, Vice President of Academic Affairs
Mr. Victor Anaya, Executive Director, Finance
Ms. Tracy Rand, Managing Director, Office of Specialized Services
Dr. William J. Yakowicz, Director of Grants Administration

Action Requested
Authorize acceptance of Year 4 funding in the amount of $481,602.00 for the TPSID grant. Bergen Community College leads a partnership that includes The College of New Jersey, NJ Department of Labor and Workforce Development Division of Vocational Rehabilitation; Bergen County Division of Special Services, secondary school districts, and employers. The primary goal of the five year grant totaling $2,421,935.00 is to provide students with Intellectual Disabilities (ID) a strong foundation of essential skills and competencies needed to secure and retain jobs, to advance along career pathways, and gain opportunities to attend a 4-year college. The program aligns industry specific skills with stackable credentials and nationally recognized certificates, including Certified Nurse Assistant, Child Development Assistant, Certified Production Assistant, Culinary Certification, as well as other industry demand-driven credentials, as appropriate to individual student career interests. Fifteen students will be enrolled and successfully complete the program in each of five years, for a total of seventy-five. Program capacity will strengthen over the grant funded period to allow for self-sustained continued growth following federal support.

Required matching funds of 25% consist of administrative oversight costs for Bergen and web site support for The College of New Jersey.

The project abstract is attached.

Abstract
TPSID 2 - New Jersey Pathways to Independence

The Bergen Community College TPSID 2 project is a model comprehensive transition and postsecondary education program conducted in collaboration with the College of New Jersey. It will help students maximize potential to achieve personal and financial independence by integrating academic and social skills with vocational training options leading to gainful employment. A person-centered approach will help students to identify their personal academic and career goals, develop benchmarks for monitoring their own progress, and earn meaningful (i.e., national or industry recognized) credentials that can aid in attainment of gainful employment. The initiative integrates hands-on involvement from a range of supportive service agencies, employers, peer mentors, college faculty and advisors, and students themselves to help participants achieve individual development goals, continue their education, and obtain paid internships, apprenticeships, and jobs.

This program builds upon the highly successful TPSID Turning Points project implemented by Bergen and its partners over the past five years. **TPSID 2-*Pathways to Independence*** extends that previous effort and builds a comprehensive transition model by attaining four key goals: 1) to provide students with ID a strong foundation of essential (including literacy, high school equivalence, and work readiness) skills and competencies needed to secure and retain jobs in high demand occupational areas within New Jersey; 2) to assist ID students in earning meaningful credentials to help advancement along a career Pathway towards higher-skill, higher-wage opportunities in areas of high demand industry sectors; 3) to engage employer partners, supportive services and families in collaborating with consortium members to identify occupational knowledge/skill/ability needs and address critical workforce shortages by actively supporting the initiative and hiring ID student participants; and 4) to develop a formal network of post-secondary and college programs within the tri-state region for the purposes of sharing information, conducting research in new practices, problem-solving issues of implementation, and synergistically expanding resources.

The project's blended training program integrates intrusive student support services, incorporates "essential skills (academic, social, and workforce readiness) and aligns industry specific skills programming needed for employment in high growth industry sectors identified by the State of New Jersey Department of Labor and Workforce Development. Key student outcomes are stackable credentials and nationally recognized certificates, including Certified Nurse Assistant, Child Development Assistant, Certified Production Assistant, Culinary Certification, as well as other industry demand-driven emerging fields, as appropriate to individual student career interests.

The partnership includes Bergen Community College as lead agency, The College of New Jersey, NJ Department of Labor and Workforce Development Division of Vocational Rehabilitation; Bergen County Special Services, Bergen County Division of Special Services, secondary school districts, and employers.

Fifteen students will be enrolled and successfully complete the program for each of five years, for a total of 75. Program capacity will strengthen over the grant funded period to allow for self-sustained continued growth following federal support.

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BOARD OF TRUSTEES ACTION E/SA 4
Approval Date: September 4, 2018

Resolution:
Authorize submission of a grant application to the US Department of Education Pilot Program for Cybersecurity Education Technological Upgrades for Community Colleges program for $100,000, and to authorize President Michael D. Redmond or his designee to execute required documents.

Submitted By
Dr. William P. Mullaney, Vice President of Academic Affairs
Mr. Victor Anaya, Executive Director, Finance
Professor Emily Vandalovsky, Academic Department Chair, CSEIT
Dr. William J. Yakowicz, Director of Grants Administration

Action Requested
Authorize submission of a proposal for the Cybersecurity Education Technology Upgrades grant program. The purpose of this proposed initiative is to support projects at institutions of higher education (IHEs) that provide technological upgrades for cybersecurity education programs at community colleges, and foster collaboration with NSF's Advanced Technological Education (ATE) Program funded centers supporting the improvement of cybersecurity education at community colleges around the Nation.

The grant will support the college's acquisition of equipment needed in the development and implementation of a one-year cybersecurity academic certificate program that provides students with the necessary skills and hands-on experiences to join the cybersecurity workforce in entry-level positions and/or to transfer to 4-year colleges and universities. The grant will assist the new certificate program to establish a support system at Bergen's Tutoring center for obtaining professional certifications and providing professional development for existing and new CSEIT faculty.

The estimated single Award Amount of $100,000 is for projects operating for a period up to 2 years commencing September 1, 2018.

No college match is required.

The project summary and budget are in development and will be forthcoming.

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BOARD OF TRUSTEES ACTION E/SA 5
Approval Date: September 4, 2018

Resolution:
Authorize participation in a partnership with the NJ Council of County Colleges and Passaic County Community College to submit a grant to the US Department of Education Pilot Program for Federal Open Education Resources (OER) Pilot Program, and to authorize President Michael D. Redmond or his designee to execute required documents.

Submitted By
Dr. William P. Mullaney, Vice President of Academic Affairs
Mr. Victor Anaya, Executive Director, Finance
Dr. William J. Yakowicz, Director of Grants Administration

Action Requested
Authorize participation in the statewide community college application for the Federal Open Education Resources (OER) Pilot Program Grant.

The US Department of Education will award one to three grants, ranging from $1.5 to $4.95 million, for up to four years to consortia of institutions of higher education to improve collaboration and to increase the availability and use of OER textbooks. The open resources will help make higher education more affordable and aid in improved student outcomes. The grant application is due August 29, 2018.

Passaic County Community College, which has made a strong commitment to OER, has offered to serve as the project lead for a proposal that includes all New Jersey community colleges.

The project summary and budget are in development and will be forthcoming.

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BOARD OF TRUSTEES ACTION P1
Approval Date: September 4, 2018

Resolution
Approve appointment of Michael D. Redmond, Ph.D. as President of Bergen Community College.

Submitted By
Ms. Carol Otis, Chairperson, Board of Trustees
Mr. James Demetrakis, Chairperson, Personnel Committee

Action Requested
To approve and ratify a one-year contract to Dr. Michael D. Redmond to serve as President of Bergen Community College.

Justification
Pursuant to N.J.S.A. 18A:64-12, the Board of Trustees of Bergen Community College approve of Dr. Michael Redmond's performance during the past year, and as such shall appoint Dr. Michael Redmond as President of Bergen Community College for a contract term to conclude on June 30, 2019. The contract is attached to this resolution.

The Board of Trustees of Bergen Community College is committed to conducting a presidential search process at the necessary time for a smooth transition. The College feels strongly that having a search process is important in selecting the next full-time president of Bergen Community College.

AGREEMENT TO EMPLOY COLLEGE PRESIDENT

THIS AGREEMENT TO EMPLOY COLLEGE PRESIDENT ("Agreement"), is made this 4th day of September, 2018 between MICHAEL REDMOND (hereinafter referred to as "Dr. Redmond"), currently residing at 5119 Promenade Boulevard, Fair Lawn, New Jersey 07410 and the BOARD OF TRUSTEES OF BERGEN COMMUNITY COLLEGE, with offices at Bergen Community College, 400 Paramus Road, Paramus, New Jersey 07652 (hereinafter referred to as the "Board");

WHEREAS, the Board, pursuant to N.J.S.A. 18A:64A-12 (e), is empowered to appoint and fix the term of office of the President of Bergen Community College (hereinafter referred to as the "College") who shall be the Executive Officer of the College and shall be an ex officio member of the Board; and

WHEREAS, the College desires to employ Dr. Redmond as its President, and Dr. Redmond is willing to accept such employment and perform the duties and responsibilities of such office; and

WHEREAS, the Board and Dr. Redmond have negotiated an agreement relating to the terms and conditions of his employment as President of the College and desire to reduce such agreement to writing;

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements herein contained; it is agreed by and between the parties as follows:

1. The Board does hereby employ Dr. Redmond to serve as President of the College, and Dr. Redmond does hereby accept such employment for a term of one (1) year, commencing on July 1, 2018 and ending June 30, 2019, subject to the terms and provisions hereinafter set forth and pursuant to all applicable laws. If the Board is desirous of continuing the employment of Dr. Redmond beyond the termination date hereof, the Board and Dr. Redmond shall enter into negotiations for a renewed agreement.

2. As President:

A. Dr. Redmond shall serve as the chief administrative and educational officer of the College, and shall assume and perform all of the duties and responsibilities of such position and exercise all of the powers conferred upon the President of a community college in the State of New Jersey by law and by administrative rules and policies adopted by the State of New Jersey, its administrative agencies, the Board and such other agencies having jurisdiction over such position.

B. Dr. Redmond shall use his best efforts to promote the interests and objectives of the College through his active membership and participation in local, county, state and national professional, charitable, community and civic organizations. Dr. Redmond shall submit to the Chairman of the Board a list of all organizations he intends to join. Such list may be supplemented from time-to-time. The Chairman of the Board shall advise Dr. Redmond as to those organizations which are acceptable to the College and for which Dr. Redmond will be reimbursed to the extent permitted by law for all reasonable dues and other expenses associated with his membership in such organizations.

C. Dr. Redmond shall devote his full-time attention and energies to the performance of his duties. He shall not, directly or indirectly, be engaged in, affiliated or connected with, any other employment whatsoever during the term of this Agreement, except upon the prior written consent and approval of the Board, which consent and approval may be withheld by the Board in its sole and absolute discretion. Any such approval must be in writing and memorialized by resolution of the Board.

Dr. Redmond has notified the Board that he a 50% owner of DMLR, LLC, aka Duane Edward's Salon in Wharton, New Jersey. Dr. Redmond acknowledges and agrees that he shall not be involved in the day-to-day management of the salon while he is President of the College.

D. Dr. Redmond shall serve and perform such other duties and responsibilities as may be assigned to him from time to time by the Board.

3. In order to avoid any conflict of interest, Dr. Redmond shall submit to the Board a list showing the names and addresses of any of his relatives having any relationship whatsoever with the College, either directly or indirectly. Relatives shall be deemed to mean spouse, parent, child,

brother, sister, grandchild, aunt, uncle, cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law. If at any time during the year the list changes, Dr. Redmond shall immediately notify the Board in writing through its Chairman.

4. A. The annual salary for such employment shall be as follows:

- Dr. Redmond shall continue to receive a faculty salary in the sum of $161,233.00, to be paid on a semi-monthly basis. Dr. Redmond shall receive all contractual rights guaranteed to him under the Faculty Collective Bargaining Agreement, inclusive of any contractual increases to his salary;
- Dr. Redmond shall also receive a monthly stipend of $7,500.00 to be paid on a semi-monthly basis.
    - The parties acknowledge and agree that as of the date of this contract, Dr. Redmond has received a total of $20,000.00 for each month of July and August; thus, his presidential stipend shall be reduced accordingly for the reminder of the contract period.

B. As additional compensation and as additional benefits to the salary above set forth, Dr. Redmond shall be entitled to the following:

(i) Use of the College vehicle. Said automobile shall be owned by the College and the insurance for same paid by the College. Any personal use of said automobile shall be reported as additional compensation to Dr. Redmond as required under applicable provisions of the internal Revenue Code and Regulations adopted thereunder. While Dr. Redmond maintains a local residence since stepping into the position of President last year, Dr. Redmond's primary residence is in Delaware, to which he returns from time to time. Accordingly, the Board understands and agrees that the College vehicle may be used for such occasional travel by Dr. Redmond to and from his primary residence in Delaware.

(ii) Use of a laptop and cell phone shall be provided, along with the monthly cellular service at no cost to Dr. Redmond. The laptop and cell phone shall be replaced as needed in order to keep pace with current technology.

(iii) Enrollment in the pension program with a contribution by the College of a max of 8% shall continue pursuant to Dr. Redmond's past pension history as a faculty member.

(iv) Dr. Redmond will continue with his current health benefits, which currently

require a contribution of 35% of salary to the premium for said coverage. It is understood and agreed that the State may modify and/or increase the premium to be paid by all College employees for said coverage, including Dr. Redmond.

(vi) Twenty-three (23) vacation days each year and those holidays when the College is closed. Dr. Redmond shall receive all 23 vacation days upon the signing of this Agreement. However, Dr. Redmond shall not be entitled to use more than 12 consecutive vacation days without the express written approval of the Board Chair prior to use.

(vii) Sick time of 16 days for each 12 month period of employment, which sick days are, to be used for absences caused by illness or physical disability. After age 58 and 10 years of continuous employment or after 15 years of continuous employment at the College, Dr. Redmond shall receive, upon retirement, one half (1/2) of unused, accumulated sick leave at the daily rate, based upon Dr. Redmond's salary at the time of retirement, subject to the maximum of $17,500.00,

(viii) Bereavement leave shall be four (4) days for an immediate family member and one (1) day for all other family members.

(ix) A housing allowance of $2,500.00 per month shall be payable monthly on the first (1st) day of each month.

5. Dr. Redmond may opt to take teaching assignments up to a maximum of one (1) course each Fall and Spring Semester, not to exceed eight (8) contact hours per year with it being understood that Dr. Redmond shall not be compensated for said teaching assignments.

6. The Board shall continually review Dr. Redmond's performance. As part of this process, Dr. Redmond has already provided his proposed goals for the upcoming year to the Board. The Board has reviewed and approved Dr. Redmond's goals in conjunction with Dr. Redmond and provided feedback to Dr. Redmond regarding its evaluation of his performance. It is expected that this will be an interactive and cooperative exchange of information throughout the year between the Board and Dr. Redmond.

7. During the term of this Agreement, the Board may suspend or dismiss Dr. Redmond "For Cause" as hereinafter defined. Except as provided below in this Section, any suspension For Cause by the Board may be with or without pay and under such terms and conditions as the Board may determine. Any termination For Cause shall terminate this Agreement and all benefits hereunder from and after the effective date thereof. In the event the

Board determines to suspend or terminate Dr. Redmond For Cause, it must serve written notice of such suspension or termination on Dr. Redmond setting forth in reasonable detail the specific reasons for such suspension or termination. The suspension or termination shall not take effect until Dr. Redmond, together with his counsel, have been heard by the Board. "For Cause" as used in this Agreement shall mean the following:

a) The conviction of a felony;

b) Willful engaging by Dr. Redmond in any criminal misconduct for which he is convicted; if Dr. Redmond is simply accused or charged, then he may only be suspended with pay during the pendency of the criminal action or the Board may terminate Dr. Redmond's employment without cause under the provisions of Section 8;

c) The continued failure by Dr. Redmond to perform his duties under this Agreement, after he has received notice from the Board in writing identifying the manner in which the Board believes Dr. Redmond has failed to perform in accordance with the Agreement, and five (5) days have passed after such demand is made, and the failure to perform has not been rectified to the satisfaction of the Board, if the failure cannot be rectified in five (5) days, it must be rectified within no longer than thirty (30) days; and

d) The failure to act in accordance with the standards of a President of a Community College, as follows:

   i. Recklessness or criminal fraud in the performance of his duties or in the care or use of College property;

   ii. Falsifying documents or information in the course of his duties;

   iii. Embezzlement, theft or bribery;

   iv. Abandonment of position;

   v. Chronic drinking, ingestion or possession of intoxicating or illegal substances;

   vi. Reporting for his duties in an impaired condition due to drinking, ingestion or possession of intoxicating or illegal substances;

   vii. Disclosure of confidential information protected from disclosure

by state or federal law.

8. Dr. Redmond's employment may be terminated without cause at any time upon written thirty (30) days notice to Dr. Redmond. From the date set forth in the notice, Dr. Redmond shall no longer act as President of Bergen Community College. Any termination without cause shall end Dr. Redmond's Agreement as of the date in the termination notice and he shall have no further rights under this Agreement. The foregoing provisions in this Section relate to termination without cause. Dr. Redmond, however, shall be entitled to return to his faculty position at the College with no loss of seniority, rank or other rights associated with that position.

Notwithstanding any of the foregoing provisions in this Section, Dr. Redmond must notify the College at least six (6) months prior to the expiration of this Agreement whether he intends to continue with the College as President. At that time, the Board shall determine if it will continue with Dr. Redmond as President of the College, and if so, shall determine whether the College intends to extend this agreement.

The foregoing right to terminate without cause shall in no way modify or diminish the right of the Board to terminate Dr. Redmond For Cause pursuant to Section 7 hereof.

9. Any notice applicable under this Agreement must be in writing. All such notices shall be effective upon mailing and shall be mailed certified mail, return receipt requested, to the Board or Dr. Redmond at the mailing address shown on page 1 of this Agreement or such other address as may hereafter be designated by written notice given by either party to the other. Notices sent to the Board shall be addressed to the attention of the Chairman of the Board.

10. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of New Jersey. Any suits brought under this Agreement shall be commenced in the Superior Court of the State of New Jersey with venue lying in Bergen County. Both parties do hereby submit to the jurisdiction of the Superior Court of the State of New Jersey with venue in Bergen County. If any provision of this Agreement is held invalid by any law, rule, order or regulation of any government or by final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

11. This Agreement constitutes the entire agreement as to the subject matter thereof, and supersedes any and all prior and contemporaneous oral and written understandings and agreements concerning the subject matter hereof. This Agreement may be amended only by

written agreement signed by the Board and Dr. Redmond provided, however, that any such amendment by the Board shall only be effective upon the passage of the appropriate resolution of the Board.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

ATTEST:

Board of Trustees of
Bergen Community College

_____

_____
Carol Otis, Chairwoman

WITNESS:

_____

_____
Dr. Michael Redmond

Bergen COMMUNITY COLLEGE
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BOARD OF TRUSTEES ACTION P2
Approval Date: September 4, 2018

Resolution
Retirement: Project Personnel – Grants

Submitted By
Dr. Michael D. Redmond, President
Mr. Victor Anaya, Executive Director, Finance
Mr. James R. Miller, Executive Director, Human Resources

Action Requested
To approve the retirement of the following individual:

Name	Position/Department/Division	Effective Date
Marilyn Simpson	Sr. Manager of Grants/Grants Administration	11/01/18

Justification
Retirement

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BOARD OF TRUSTEES ACTION P3
Approval Date: September 4, 2018

Resolution
Appointment: Senior Manager of Grants/Compliance Officer (Grants)

Submitted By
Dr. Michael D. Redmond, President
Mr. Victor Anaya, Executive Director, Finance
Mr. William Yakowicz, Director of Grants Administration
Mr. James R. Miller, Executive Director, Human Resources

Action Requested
To approve the appointment of the following individual to the position and annual salary indicated.

Name	Position/Division	Salary	Effective Dates
Laura Frazer	Senior Manager of Grants/ Compliance Officer// Grants Administration	$75,000.00 (pro-rated)	11/01/2018 – 06/30/19

Justification
Appointment of existing grant employee into a grant-funded position with additional responsibilities to ensure effective implementation and regulatory compliance of the College's growing portfolio of funded projects.

Charge To: Grant Funds (Perkins, TPSID, STEM, Title V, IDC)
Account Number:

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BOARD OF TRUSTEES P4
Approval Date: September 4, 2018

Resolution
Appointment - Grant (Title V)

Submitted By
Dr. Michael D. Redmond, President
Dr. William Mullaney, Vice President, Academic Affairs
Mr. James Miller, Executive Director, Human Resources

Action Requested
To correct the appointment dates (Board Action P1D, August 7, 2018) for the following individual to the position and salary listed below:

Name	Position	Annual Salary	Effective Dates
Gregory Maniago	Title V Tutorial Supervisor/ Cerullo Learning Assistance Center/Academic Affairs	$40,000.000 (pro-rated)	08/08/18-06/30/19 (retroactive)

Justification
To correct the effective dates of the appointment of this individual originally approved at the August 7, 2018 board meeting. This position is at-will.

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BOARD OF TRUSTEES ACTION P5
Approval Date: September 4, 2018

Resolution
Reappointment: Project Personnel – Grants

Submitted By
Dr. Michael D. Redmond, President
Dr. William Mullaney, Vice President, Academic Affairs
Dr. Yun Kim, Vice President, Institutional Effectiveness
Mr. James R. Miller, Executive Director, Human Resources

Action Requested
That the grant personnel listed below be reappointed to the positions indicated for the period commencing October 1, 2018 through June 30, 2019:

Name	Position
Barbara Abolafia	Summer Explorations Coordinator/Title V
Linda Araya	Supplemental Instruction (SI) Coordinator/STEM HSI/Cerullo Learning Assistance Center
Luis DeAbreu	STEMatics Grant Program Director/STEM HSI
Kristen DeGraff	STEMatics Academic Counselor/STEMatics
Randy Dodd	Mentoring Coordinator/TPSID 2
Lauren Fowler	Professional Success Coach/Title V
Randi Greene	STEMatics Financial Literacy Specialist/Buyer/Grants/STEMatics/ Grants Administration
Erica James	Professional Success Coach/Title V
Laura Madera	Peer Mentor Coordinator/Title V
Alan Manzueta	Professional Success Coach/Title V
Erin Meccia	Success Coach/TPSIDII
Christina Sgambellone	STEMatics Academic Counselor/STEMatics
Majeda Sultana	STEMatics Academic Counselor/STEMatics

Justification
Reappointment of grant-funded positions. These positions are at will.

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BOARD OF TRUSTEES ACTION P6
Approval Date: September 4, 2018

Resolution
Appointment: Lecturers, Fall 2018 Semester

Submitted By
Dr. Michael D. Redmond, President
Dr. William P. Mullaney, Vice President, Academic Affairs
Mr. James R. Miller, Executive Director, Human Resources

Action Requested
To approve the appointment of the following individuals as Lecturers for the Fall 2018 semester at the salary indicated.

Name	Discipline/Division	Salary
Jacqueline Dartley	Biology/Mathematics, Science & Technology	$ 21,000.00
Emel Demirel	Mathematics/Mathematics, Science & Technology	$ 21,000.00
Amy Diaz	Radiation Therapy/Health Professions	$ 21,000.00
Sam Kadko	Hotel & Restaurant Management/Business, Arts & Social Sciences	$ 20,000.00

Justification
Lecturer appointments to cover full time class loads due to recent faculty retirements and terminations.

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BOARD OF TRUSTEES ACTION P7
Approval Date: September 4, 2018

Resolution
Appointment: Program Coordinator/Director

Submitted By
Dr. Michael D. Redmond, President
Dr. William Mullaney, Vice President, Academic Affairs
Mr. James R. Miller, Executive Director, Human Resources

Action Requested
To appoint the individual listed below to the position of Program Coordinator/Director at the stipend shown for the period September 4, 2018 – January 11, 2019.

Name	Department/Division	Annual Release Time*
Amy Diaz	Radiation Therapy Technology/ Health Professions	4 credit hours

*Release time has been pro-rated to reflect the period of September 4, 2018 through January 11, 2019.

Justification
To appoint the Program Coordinator/Director due to the passing of the former Program Coordinator/Director.

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BOARD OF TRUSTEES ACTION P8
Approval Date: September 4, 2018

Resolution
Resignation: Confidential

Submitted By
Dr. Michael D. Redmond, President
Dr. William Mullaney, Vice President, Academic Affairs
Mr. James R. Miller, Executive Director, Human Resources

Action Requested
To accept the resignation of the following individual:

Name	Position/Division	Effective Date
Christopher Cruz Cullari	Assistant Dean/Adjunct Administration/ Academic Affairs	08/31/18 (retroactive)

Justification
Resignation

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BOARD OF TRUSTEES ACTION P9
Approval Date: September 4, 2018

Resolution
Appointment: Interim Assistant Dean, Adjunct Administration

Submitted By
Dr. Michael D. Redmond, President
Dr. William Mullaney, Vice President, Academic Affairs
Mr. James R. Miller, Executive Director, Human Resources

Action Requested
To approve the appointment of the following individual to the position and annual salary indicated.

Name	Position	Salary	Effective Date
John Cartier	Interim Assistant Dean/Adjunct Administration/ Academic Affairs	$70,000.00 (pro-rated)	08/29/18 (retroactive)

Justification
To fill an interim leadership position in Adjunct Administration in the Academic Affairs division until the successful completion of the search process. This position is at-will.

Charge To: College Operating Funds
Account Number:

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BOARD OF TRUSTEES P10
September 4, 2018

Resolution
Appointment: Support Staff (This appointment is being made in accordance with the Bergen Community College Support Staff Association (BCCSSA) contract, Article XV, after successful completion of his probationary period.)

Submitted By
Dr. Michael D. Redmond, President
Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. James R. Miller, Executive Director, Human Resources

Action Requested
To approve the appointment of the following individual to the position and annual salary indicated.

Name	Position/Division	Salary	Effective Date
Kyran Guerra	Public Safety Officer/Public Safety	$36,000.00 (pro-rated)	07/30/18 (retroactive)

Justification
To fill a budgeted position through a successful search process and completion of probationary period.

Charge to: College Operating Funds
Account Number:

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BOARD OF TRUSTEES ACTION P11
Approval Date: September 4, 2018

Resolution
Appointment: Student Affairs Athletic Program (Coaching Staff)

Submitted By
Dr. Michael D. Redmond, President
Dr. Waldon Hagan, Vice President, Student Affairs
Mr. James Miller, Executive Director, Human Resources

Action Requested
To approve the appointment of the following individuals to part-time Head Coach and Assistant Coach positions at the stipends indicated:

Name	Head Coach Position	Stipend	Effective Dates
Samoya Bailey	Women's Volleyball	$5,500.00	08/01/18 – 11/30/18 (retroactive)
Erika Czujko-Wood	Track & Field (M&W)	$5,982.00	12/01/18 – 05/31/19
Deana Dedovitch	Cross Country (M&W)	$5,865.00	08/01/18 – 11/30/18 (retroactive)
Christopher DiSanto	Wrestling	$5,542.00	09/01/18 – 03/15/19 (retroactive)
Toni DiFranco	Women's Soccer	$5,500.00	08/01/18 – 11/30/18 (retroactive)
Tracy Green	Women's Basketball	$8,651.00	10/01/18 – 03/31/19
Jorge Hernandez	Women's Softball	$5,500.00	08/01/18 – 05/31/19 (retroactive)
Steven Mimms	Baseball	$7,625.00	08/01/18 – 05/31/19 (retroactive)
Donald Osbourne	Men's Basketball	$6,630.00	10/01/18 – 03/31/19
Giovanni Soto	Men's Soccer	$5,610.00	08/01/18 – 11/30/18 (retroactive)

Name	Assistant Coach Position	Stipend	Effective Dates
Edgar Aguilar	Cross Country (M & W)	$3,500.00	08/01/18 – 11/30/18 (retroactive)
Christian Casal	Men's Soccer	$3,500.00	08/01/18 – 11/30/18 (retroactive)
Deana Dedovitch	Track & Field (M&W)	$3,500.00	12/01/18 – 05/31/19
Michael Fenner	Wrestling	$3,500.00	09/01/18 – 03/15/19
Shane Havrilla	Women's Soccer	$3,500.00	08/01/18 – 11/30/18 (retroactive)

Name	Assistant Coach Position	Stipend	Effective Dates
Jonathan Dominguez	Men's Baseball	$3,500.00	08/01/18 – 05/31/19 (retroactive)
James Fitzgerald	Men's Baseball	$3,500.00	08/01/18 – 05/31/19 (retroactive)
Garrett Luna	Men's Baseball	$3,500.00	08/01/18 – 05/31/19 (retroactive)
Paul Nganansou	Men's Soccer	$3,500.00	08/01/18 – 11/30/18 (retroactive)
Alvin Pratt	Men's Basketball	$3,500.00	10/01/18 – 03/31/19
Tanash Reid	Women's Volleyball	$3,500.00	08/01/18 – 11/30/18 (retroactive)

Name	Position	Salary	Effective Dates
Michael Morton	Athletic Trainer	$28.00/hour	08/01/18 – 06/30/19 (retroactive)
Samantha Pletsch	Lead Athletic Trainer	$30.00/hour	08/01/18 – 06/30/19 (retroactive)
Megan Smith	Athletic Trainer	$28.00/hour	08/01/18 – 06/30/19 (retroactive)

Justification
The above-mentioned stipends are seasonal.

Charge To:
Account Number:

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BOARD OF TRUSTEES ACTION P12
Approval Date: September 4, 2018

Resolution
Appointment: Program Coordinator/Director

Submitted By
Dr. Michael D. Redmond, President
Dr. William Mullaney, Vice President, Academic Affairs
Mr. James R. Miller, Executive Director, Human Resources

Action Requested
To appoint the individual listed below to the position of Program Coordinator/Director at the stipend shown for the period September 4, 2018 – June 30, 2019.

Name	Department/Division	Annual Release Time*
Joanne Piccininni	Paramedic Science/Health Professions	7 credit hours

*Release time has been pro-rated to reflect the period of September 4, 2018 through June 30, 2019.

Justification
To appoint the Program Coordinator/Director due to the resignation of the former Program Coordinator/Director.

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BOARD OF TRUSTEES ACTION P13
Approval Date: September 4, 2018

Resolution
Agreement with "The Registry for College and University Presidents and Bergen Community College" for contract services for an Interim Executive Director, Foundation Department.

Submitted By
Dr. Michael D. Redmond, President
Mr. James R. Miller, Executive Director, Human Resources

Action Requested
To approve the Agreement for a term not exceeding one (1) year, at a monthly fee of $11,083.33.

Justification
This interim step is being taken to fulfill a critical leadership position in the Foundation Department until a successful search for an Executive Director of the Foundation is completed.

The College has a need to award this procurement as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4. The Registry has submitted a Political Contribution Disclosure Form and a Stockholder Disclosure Form in accordance with N.J.S.A. 19:44A-20.26 and a Business Entity Disclosure Certification in accordance with N.J.S.A. 19:44A-20.8, certifying that it has not made any reportable contributions to a political candidate committee in the County of Bergen in the prior year, and that the contract will prohibit it from making any reportable contributions through the term of the contract. The Political Contributions Disclosure, the Stockholder Disclosure Certification, Business Entity Disclosure will be maintained on file at the college.

This procurement is exempt from public bidding in accordance with County College Contracts Law 18A:64A-25.5 (a) (15) (professional consulting services).



AGREEMENT

REGISTRY FOR COLLEGE AND UNIVERSITY PRESIDENTS

AND

BERGEN COMMUNITY COLLEGE

THIS AGREEMENT (the "Agreement") is made and entered into this __TH day of MONTH 2018 by and between Bergen Community College (hereinafter "College") and Collegiate Enterprise Solutions, LLC, doing business as the *Registry for College and University Presidents* (hereinafter "*Registry*").

WHEREAS, it is the desire of the College to retain a professionally educated person to perform the duties of Interim Executive Director of the Foundation of College on an interim basis as more specifically described in an ***EXPECTATIONS DOCUMENT***, annexed hereto (the "Services") and,

WHEREAS, *Registry* will perform the Services through Registry Member Name, Sole Proprietor, an independent contractor (the "Consultant"), who will assign a designated employee to perform the Services on behalf of the Consultant (the "Assigned Member"). No one other than Registry Member Name himself shall be engaged to perform the duties of Interim Executive Director of the Foundation of Bergen Community College;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, the College hereby retains *Registry* upon the terms and conditions contained herein, and *Registry* hereby accepts said retention and agrees to perform the Services hereinafter mentioned, upon said terms and conditions.

1. Services by *Registry:* As indicated above, *Registry* will perform the Services through the Assigned Member provided by Registry Member Name, Sole Proprietor, or a mutually agreed upon alternate person. Specific duties and standards of

performance shall be prescribed in an ***EXPECTATIONS DOCUMENT,*** which shall be appended, and integral, to this Agreement, and as otherwise agreed between the College and the *Registry*. The parties agree that the Consultant sets the Assigned Member's schedule, but that the Assigned Member will generally work the same or a similar schedule set by the College. The *Registry* shall be responsible for assessing performance under this Agreement, predicated upon evaluation reports from College. A senior officer of the *Registry* shall be available on call throughout the duration of the engagement to deal with all matters related to the Consultant's performance of the Services on *Registry's* behalf. Throughout the duration of this engagement with the College, one or more of the principals of the *Registry* shall be available to provide strategic advice to the Assigned Member's contact at College, and, if requested, to the Board of Trustees. The scope of these Services as described herein are inextricably bundled and cannot be disaggregated. The parties may agree to an expansion of the services from those set forth in the ***EXPECTATIONS DOCUMENT***. Upon such agreement, such services will become Services hereunder for the fee agreed to therefor by the parties.

2. Obligations of Bergen Community College: (a) The College will provide adequate working conditions and clerical assistance and supplies as the College deems necessary for *Registry* to perform its obligations under this Agreement.

(b) Payment in consideration of this Agreement shall be in the amount of an annualized consultant's fee of $100,000.00 + a 33% *Registry* fee of $33,000.00 to be paid monthly, by Bergen Community College to the *Registry* in the amount of $11,083.33: $8,333.33 for Registry Member Name and $2,750.00 for *Registry* fee. In addition, Registry Member Name will also be provided furnished housing or a housing stipend as well as reimbursement for pre-approved travel related expenses to arrive at the beginning of the assignment and to depart at the conclusion of the assignment. Such payments are subject to change only upon the written concurrence of both parties to this Agreement. College agrees to remit to *Registry* without monthly invoice the amount due by the 15th day of each month. It is anticipated by the parties that the annual consultant's fee and the administrative fee will be increased by agreement of the parties in the case of multiple-year engagements and/or extended periods of engagement and the parties agree to negotiate one such increase every twelve months in good faith. In the event College requests and authorizes additional services of *Registry* as provided under Section 1 of this Agreement, *Registry* shall submit an invoice to the College on or about the first of each month that succeeds the performance of said Services, detailing expenses and consulting fees incurred during the preceding month. College agrees to pay and/or reimburse *Registry* within thirty (30) days after receipt of each invoice for such expenses or consulting fees. In addition, payment for interim services rendered will be made by *Registry* after *Registry* receives funds from the college/university client expressly allocated for services rendered by the Consultant.

(c) College acknowledges that the exclusive placement of Consultant through the *Registry* to College is of benefit to College, (i) it is of benefit to the College that Assigned Member's fitness for and match with the College's needs have been determined by the *Registry* and (ii) it is of benefit to the College that the *Registry* be positioned to perform the Services through the Consultant (and Assigned Member)

without the distractions and additional challenges provided by eligibility for the Assigned Member's permanent placement at College. Accordingly, College agrees that it will not, for a minimum period of the longer of two years from (i) the last day of *Registry's* service at College under this or any subsequent agreement or (ii) the effective date of Consultant's resignation from the *Registry* (as acknowledged by the *Registry*), consider the Consultant or its Assigned Member for any position or professional relationship (whether as an employee, a consultant or otherwise) other than under R*egistry* auspices.

The College acknowledges that the promises and restrictive covenant that the College is providing in this Agreement are reasonable and necessary for the protection of *Registry's* and its clients' legitimate interests and that *Registry* would not have entered into this Agreement in the absence of such promises and covenants. If, at any time, the provisions of this Section 2 shall be determined to be invalid or unenforceable, by reason of being vague or unreasonable as to area, duration or scope of activity, this Section 2 shall be considered divisible and shall become and be immediately amended to only such area, duration and scope of activity as shall be determined to be reasonable and enforceable by the court or other body having jurisdiction over the matter; and the College agrees that this Section 2(c) as so amended shall be valid and binding as though any invalid or unenforceable provision had not been included herein. In the event of a breach or material and substantial preparation of a breach of this Section 2 by the College, College agrees that *Registry* shall be entitled to apply for injunctive relief in a court of appropriate jurisdiction to remedy any such breach or material and substantial preparation of a breach, the College acknowledging that damages may be inadequate and insufficient. In addition, upon a breach or material and substantial preparation of a breach of this Section 2 by the College, *Registry* may cease providing Services required by this Agreement.

3. Term: The effective dates of this Agreement shall be Start Date, 2018 through End Date, 2019 or, until terminated by either party giving thirty (30) days notice in writing to the other party (with Assigned Member being copied). Upon such termination, the College shall pay *Registry* all amounts due for Services performed and expenses incurred to the effective date of termination. The Agreement may also be extended by mutual agreement. If termination is for cause, payment will cease on the date of notice of termination given.

4. Status and Relationship of the Parties: The Assigned Member shall be considered an employee only of the Consultant.

(a) It is expressly agreed and understood that for all purposes, the Consultant shall, at all times, act strictly and exclusively as an independent contractor and shall not be considered, under the provisions of this Agreement or otherwise, an employee, agent, servant, partner or joint venturer of *Registry* or the College and the *Registry* shall at all times act strictly and exclusively as an independent contractor and shall not be considered, under the provisions of this Agreement or otherwise, an employee, agent, servant, partner or joint venturer of the College. The Assigned Member shall be considered an employee of the Consultant. It is further agreed

that the Consultant shall have full and direct responsibility for compliance with respect to the Assigned Member and the Services with all federal, state and local requirements pertaining to taxes and other obligations of employers, including without limitation Social Security taxes, unemployment insurance, workers' compensation, and comparable matters. Consultant has acknowledged to *Registry* that all such obligations are the Consultant's sole responsibility and that it complies with, and will continue to comply with, all laws and regulations regarding the withholding and payment of so-called payroll taxes and charges, including, without limitation, FICA, FUTA and state unemployment withholding taxes. Consultant has represented that it is exempt from an obligation in the state in which the Services are performed to carry workers' compensation insurance (or provide self insurance) for the Assigned Member or, if not so exempt, covenants that it will provide *Registry* with a certificate of insurance evidencing workers' compensation coverage.

(b) *Registry* acknowledges that it is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of College or to bind College in any manner.

(c) *Registry* acknowledges that it is not entitled to any benefits, coverages or privileges applicable to employees, including, without limitation, medical, dental or life insurance coverage, workers' compensation coverage or participation in any College retirement plan. *Registry* agrees not to make any claim of entitlement to any such plan or program. All such benefits, if any, are the Consultant's sole responsibility.

(d) The Services being provided are part of a business in which *Registry* is customarily engaged as an independently established business (either as a sole proprietorship, limited liability entity, partnership or other entity), separate from and unrelated to the College's business. The Consultant has agreed to provide the College with the Consultant's business card and website address, if available, prior to the commencement of the Services. The *Registry*'s website is www.registryinterim.com.

(e) *Registry* performs, and will perform, the Services according to a schedule it maintains, free from the College's control and direction with respect to the manner in which the Services are performed. The parties agree that any Services provided by *Registry* in connection with the placement of Consultant with the College, are not and will not comprise supervision by the *Registry* of the Services.

(f) In the event that the definition of "employee" or "contractor" under the Internal Revenue Code of 1986, as amended and as interpreted by the Internal Revenue Service, or under applicable state law, is amended such that *Registry* becomes an employee of the College under applicable law, the parties agree that they will take such action as is necessary to ensure *Registry*'s continued status as an independent contractor or will terminate this Agreement.

5. Indemnification: The College shall indemnify *Registry* and its respective affiliates, officers, governing board members, employees and consultants (including,

without limitation, the Consultant and Assigned Member), and hold them harmless against any and all liability, loss, damages, costs or expenses, including attorney's fees, which they may incur, suffer or be required to pay in connection with any action, suit or proceeding based upon any claims brought by any person, entity or organization (other than *Registry*) arising out of this Agreement or the performance of Services for College, other than that caused by the negligent or other wrongful act or omission of *Registry* or any affiliate, officer, governing board member, employee or consultant, as finally determined by a court or arbitral tribunal. For avoidance of doubt, the indemnification set forth in this paragraph shall include indemnification of any claim against the *Registry* by Consultant or the Assigned Member arising from College's failure to fulfill its payment obligations hereunder or any obligations of College to *Registry*, the Consultant or the Assigned Member.

The *Registry* shall indemnify College and its respective affiliates, officers, governing board members and employees, and hold them harmless against any and all liability, loss, damages, costs or expenses, including reasonable attorney's fees, which they may incur, suffer or be required to pay in connection with any action, suit or proceeding based upon any claims brought by any person, entity or organization (other than the College or any person indemnified under this paragraph) arising out of any negligent or other wrongful act or omission by the *Registry* or any affiliate, officer, governing board member, employee or consultant in the performance of the Services under this Agreement, as finally determined by a court or arbitral tribunal.

The party receiving indemnification under this Section 5 shall provide the indemnifying party prompt notice of any claim for which indemnification may be sought hereunder. The party providing indemnification shall be entitled to provide the defense of any such indemnified claim and shall not be responsible for the expenses and costs of such defense incurred more than five business days after the indemnifying party has notified the indemnified party that it intends to undertake the defense (provided it promptly does so). The indemnified party shall assist the indemnifying party in the defense of any such claim, at the expense of the indemnifying party for reasonable out of pocket expenses.

6. Confidentiality: Neither party will at any time, whether during or after the termination of this Agreement, reveal to any person or entity any of the trade secrets or confidential, proprietary or non-public information concerning the organization, business, finances or assets of the other party or of any third party which a party is under an obligation to keep confidential (including Consultant or the Assigned Member) including but not limited to inventions, products, designs, methods, know-how, techniques, systems, processes, software programs and/or code, works of authorship, projects, plans, proposals, modifications, discoveries, developments, improvements, formulas, data, know-how, trade secrets or intellectual property rights whatsoever or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes, and the notes, memoranda, reports, lists, records, drawings, sketches, specifications, data, documentation or other materials of any nature containing such trade secrets or confidential information (the "Confidential Information"), except as may be required in the ordinary course of performing this Agreement. Each party shall keep secret

all matters entrusted to it and shall not use, attempt to use or permit to be used any Confidential Information in any manner other than in the performance of this Agreement.

Further, each party agrees and acknowledges that all Confidential Information of the other party, in any manifestation, shall be and remain the sole and exclusive property of the other party and that immediately upon the termination of this Agreement, or at such other time as a party may request, the other party shall deliver all of the foregoing, and all copies thereof, to the requesting party at its main office. Each party further agrees to return all other material owned by the other party to it upon the earlier of request therefor or termination of this Agreement.

7. Mandatory Arbitration: Except as otherwise specifically provided in this Agreement, any controversy, dispute or claim ("Dispute") arising out of or relating to this Agreement, shall be settled by binding arbitration in Boston, Massachusetts. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon an award arising in connection therewith may be entered in any court of competent jurisdiction. The arbitrators shall be required to decide any controversy or claim in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws (except to the extent that United States federal law is applicable). All arbitration proceedings shall be held in the strictest confidence. The scope and enforceability of this Section 7 shall also be subject to arbitration. In the event of arbitration before the arbitrator in connection with or concerning the subject matter of this Agreement, the arbitrator may, in his sole discretion, award to the prevailing party the right to recover all costs and expenses incurred by such party in connection herewith, including costs, reasonable attorney's fees and charges for attorney support services and disbursements. Any decision of the arbitrator shall be final, conclusive and binding on the parties, and the parties agree so far as lawfully possible to exclude any right of application or appeal to any courts in connection with any question of law or fact arising in the arbitration or in connection with any award or decision made by the arbitrators, except as may be necessary to enforce such award or decision.

8. Miscellaneous:

A.) This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof; *provided however* that it is meant to be read in conjunction and consistently with the placement agreement between *Registry* and Consultant relating to the performance of the Services. It shall supersede all prior agreements or understandings between the College and *Registry* or their agents, whether oral or written. Amendments to this Agreement may be proposed in writing by either party hereto and shall be deemed rejected unless the party to whom any amendment is proposed accepts said amendment in writing within ten days after receipt of the proposed amendment. No oral agreement shall be effective to alter the terms of this Agreement.

B.) If any one or more of the provisions contained in this Agreement is held illegal or unenforceable by any court of competent jurisdiction, the other provisions shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

C.) The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this Agreement.

D.) The waiver by one party of a breach of any provision of this agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by an authorized representative of the party agreeing to the waiver.

E.) All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

F.) This Agreement may be executed in multiple counterparts, any of which may be a facsimile or "pdf", each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

G.) The parties agree that any termination of this Agreement shall not release nor discharge the parties from their respective obligations specified in Sections 2(c) and 3 through 8 of this Agreement, which shall survive termination or expiration of this Agreement in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Bergen Community College

By: _____ _____
name Date
President

Collegiate Enterprise Solutions, LLC



By: _____ _____
Bryan E. Carlson Date
President and COO

Registry for College and University Presidents
EXPECTATIONS DOCUMENT

Interim Executive Director of the Foundation
Bergen Community College

The Registry Interim Executive Director of the Foundation is an independent consultant charged with the fulfillment and execution of the duties and responsibilities delineated in the institution's position description, and, in addition, with the fulfillment and execution of certain exogenous responsibilities—specifically, the Registry Interim Executive Director of the Foundation shall be expected:

1. See official job description of the Executive Director of the Foundation.

ADDENDUM TO AGREEMENT BETWEEN THE REGISTRY FOR COLLEGE AND UNIVERSITY PRESIDENTS AND BERGEN COMMUNITY COLLEGE, DATED SEPTEMER _____, 2018.

The parties hereto agree that the following provisions shall be and are made a part of the Agreement by and between The Registry for College and University Presidents ("The Registry") and Bergen Community College (the "College"), dated September ___, 2018 (the "Agreement"):

1. Notwithstanding anything contained in the Agreement to the contrary, the second sentence of Paragraph 2(b) of the Agreement is hereby deleted and replaced with the following:

   "In addition, Registry Member Name will also be reimbursed, subject to submitted documentation, for actual reasonable costs of lodging during the term of the Agreement, not to exceed $129 per diem, and for reasonable, pre-approved, travel-related costs (i.e., economy airfare or train; or personal vehicle at federal per mileage reimbursement rate of $.54 per mile, plus tolls and parking; and meal allowance of $48 per day for the first and last day of travel, in accordance with federal per diem allowances at www.gsa.gov."

2. Notwithstanding anything contained in the Agreement to the contrary, Paragraph 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

   "The term of this Agreement shall not exceed one (1) year, commencing on _____, 2018 and ending on _____, 2019, unless earlier terminated in accordance herewith. Either party may terminate this Agreement at any time, with or without cause, by mailing to the other written notice calling for termination at any time not less than thirty (30) days thereafter. If terminated for cause, the College shall not be responsible for payment of any fees beyond the date of notice of termination. If terminated without cause, fees shall be prorated to the date of termination and the College shall not be responsible to pay any fees beyond the termination date. Reimbursement of fees to the College shall be made, if necessary."

3. Paragraph 4(f) of the Agreement is hereby supplemented by the addition of the following:

   "The Registry's relationship to the College shall at all times be that of an independent contractor. The method and manner in which Registry's services hereunder shall be performed shall be determined by Registry, in its sole discretion, and the College will not exercise control over Registry or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees,

methods, equipment and facilities used by Registry shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate Registry, or any of its employees, as employees or agents of the College or the Foundation."

4. Paragraph 6 of the Agreement is hereby supplemented by the addition of the following:

"Notwithstanding anything herein to the contrary, the terms of this Agreement shall not be disclosed to third parties except as required by law, to comply with laws and regulations, such as those pertaining to the payment of taxes and the disclosure of government records, or as required by a valid order by a court having jurisdiction to enter same. The confidentiality requirement, however shall not prohibit the parties' disclosure to the Internal Revenue Service, the New Jersey Division of Taxation, and/or any State or Federal agencies, or its accountants, financial advisors and/or attorneys (as to whom it will relay this confidentiality requirement, nor does it preclude disclosure by an authorized representative of the College to any officers, employees, representatives, agents, attorneys, board of directors, and accounts who are required to know about the existence and/or terms of the Agreement in order to discharge their official duties. Notwithstanding the foregoing, the Parties acknowledge that this Agreement is considered a government record subject to the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., and that nothing herein shall exempt this Agreement from being made publicly accessible pursuant to an appropriately filed OPRA request.

"All Confidential Information relating to the business of the College and its Affiliates that Registry shall develop, conceive, produce, prepare, use, construct or observe during the Term of the Agreement shall be and remain the sole property of the College or the relevant Affiliate. Registry further agrees that upon the termination of the Agreement (irrespective of the time, manner or cause of termination), Registry will surrender and deliver to the College all Confidential Information, including but not limited to work papers, memoranda, lists, books, records and data of every kind, as well as any copies thereof, relating to or in connection with the College and its Affiliates' Confidential Information and business. It is understood that Registry may, if required to, disclose Confidential Information pursuant to subpoena, other court process, at the direction of governmental or self-regulatory agencies or otherwise as required by law."

5. Paragraph 7 of the Agreement is hereby deleted in its entirety and replaced by the following:

"Except as otherwise specifically provided in this Agreement, any controversy, dispute or claim ("Dispute") arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association (AAA), and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The parties shall select a neutral and unbiased arbitrator according to the procedures established by the AAA for that purpose. The

arbitrator shall be required to decide any Dispute in accordance with the laws of the State of New Jersey without regard to principles of conflicts of law. All arbitration proceedings shall be held in strictest confidence. The scope and enforceability of this Section 7 shall also be subject to arbitration. The College and Registry shall equally bear the costs and expenses of the arbitrator's expenses and administrative fees of arbitration. Any decision of the arbitrator shall be final, conclusive and binding on the parties, and the parties agree, so far as lawfully possible, to exclude any right of application or appeal to any court in connection with any question of law or fact arising in the arbitration or in connection with any award or decision made by the arbitrator, except as may be necessary to enforce such award or decision."

6. Paragraph 8 (Miscellaneous Provisions) is hereby deleted in its entirety and replaced with the following:

"A. Governing Law. The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey, without regard to conflict of law provisions of any state.

B. Headings. The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

C. Precatory Phrases. The precatory phrases ("whereas clauses") are not mere recitals, but are specifically agreed to by the parties and are incorporated herein by reference.

D. Attestation. The Parties represent and warrant that they have carefully read each and every provision of this Agreement and that they fully understand all of the terms and condition contained in each provision of this Agreement. The Parties further represent and warrant that they have entered into this Agreement voluntarily, of their own free will, without any pressure or coercion from any person or entity including, but not limited to, the other Party.

E. Neutral Construction. In the event of any dispute concerning the construction or interpretation of this Agreement, this Agreement shall be construed neutrally without regard to events of authorship or negotiation, each party having been given the opportunity to be represented by independent legal counsel of its own choosing.

F. Entire Agreement/Integration. This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

G. Amendment. This Agreement shall not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

H. Successors and Assigns. This Agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties hereto.

I. Assignment. The Parties to this Agreement shall not assign or transfer any of its rights or obligations under this Agreement without the other Parties' prior written consent.

J. Survivability. The provisions of this Agreement which by their terms call for performance subsequent to termination of the interim placement hereunder, or of this Agreement, shall so survive such termination, whether or not such provision expressly state that they shall so survive.

K. Severability. The terms, conditions, covenants, and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

L. No-Waiver. It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the Parties of any right which is not explicitly waived in this Agreement. No failure or delay on the part of any Party in exercising any right, power, or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights, power, or remedies existing at law, in equity or otherwise.

M. Authorization. By executing this Agreement, each signatory represents that he or she is a Party or has been duly authorized by a Party to sign on the Party's behalf.

N. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which will constitute one and the same instrument. Facsimile signatures of the parties shall be considered original and binding signatures.

O. Taxes, Unemployment Insurance and Related Items. Registry hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for

any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any state, which are measured by the wages, salaries or other remuneration paid to persons employed by Registry on the work covered by this Agreement or in any way connected therewith; and Registry shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and Registry shall reimburse the College for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law the College may be required to pay same or any part thereof.

P. Retention of Records: Pursuant to N.J.A.C. 17:44-2.2 and N.J.S.A. 52:15C-14(d), Registry shall maintain all documentation related to products, transactions or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Q. Iran Investment Disclosure: Pursuant to P.L. 2012, c. 25, Registry agrees to complete and submit a Standard Disclosure of Investment Activities in Iran form.

R. Business Registration. Pursuant to N.J.S.A. 52:32-44, Registry shall remit a copy of its Business Registration Certificate to the College no later than at the time of execution of this Agreement. Registry shall provide written notice to anyone providing the Services on behalf of the College of the responsibility to submit proof of Business Registration to the College, if applicable. The requirement of proof of Business Registration extends down through all levels (tiers) of the Services. Registry shall comply with the requirements of the Business Registration law.

S. Affirmative Action. Pursuant to N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127, as amended), and N.J.A.C. 17:27-1, Registry agrees to the Terms of the Mandatory Affirmative Action Language annexed hereto as **Exhibit A**. No later than at the time of the execution of this Agreement, Registry shall submit a Federal Affirmative Action Plan Approval, a Certificate of Employee Information Report or a Complete Affirmative Action Employee Information Report (AA 302).

T. Insurance. Upon execution of the Agreement, Registry will provide a certificate of insurance evidencing the following coverage: General Liability in the amount of $ 1 Mil/$ 2 and Professional Errors & Omissions in the amount of $ 1 Million Per Claim/Incident. Additionally, Registry shall provide a certificate of insurance evidencing Consultant's workers compensation coverage referenced in Paragraph 4(a) of the Agreement.

7. Page 9 of the Expectations Document, incorporated by reference into the Agreement, is hereby amended and supplemented to incorporate the Job Description attached hereto as **Exhibit B**.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this ___ day of _____, 2018.

Attest:

_____

Bergen Community College

By: _____

Attest:

_____

Registry for College & University Presidents





By: _____

Consent to Agreement:

The Bergen Community College Foundation hereby consents to the Agreement as modified by this Addendum.

By: _____

Consent to Agreement:

Consultant hereby agrees and consents to the Agreement as modified by this Addendum.

By: _____

Bergen Community College
400 Paramus Road, Paramus, New Jersey 07652
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BOARD OF TRUSTEES ACTION P14
Approval Date: September 4, 2018

Resolution
Approve: Return from Leave of Absence/Support Staff

Submitted By
Dr. Michael D. Redmond, President
Dr. William Mullaney, Vice President, Academic Affairs
Mr. James R. Miller, Executive Director, Human Resources

Action Requested
To approve the return from a Leave of Absence, without pay, for the following individual to the position listed below, effective date as indicated:

Name	Position/Division	Annual Salary	Effective Date
Bessie DeJesus	Sr. Secretary/Office of Specialized Services/ Academic Affairs	$44,936.00 (pro-rated)	08/07/18 (retroactive)

Justification
Return from Family Leave

Bergen
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BOARD OF TRUSTEES ACTION P15
Approval Date: September 4, 2018

Resolution
Resignation: Support Staff

Submitted By
Dr. Michael D. Redmond, President
Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. James R. Miller, Executive Director, Human Resources

Action Requested
To accept the resignation of the following individual:

Name	Position/Division	Effective Date
John Rizer	Public Safety Officer/Public Safety	08/15/18 (retroactive)

Justification
Resignation

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BOARD OF TRUSTEES ACTION P16
Approval Date: September 4, 2018

Resolution
Retirement: Administrators

Submitted By
Dr. Michael D. Redmond, President
Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. James R. Miller, Executive Director, Human Resources

Action Requested
To approve the retirement of the following individual:

Name	Position/Department/Division	Effective Date
Norman Shapiro	Director of Environmental Health and Safety	11/01/18

Justification
Retirement

Bergen Community College
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BOARD OF TRUSTEES ACTION P17
Approval Date: September 4, 2018

Resolution
Retirement: Support Staff

Submitted By
Dr. Michael D. Redmond, President
Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. James R. Miller, Executive Director, Human Resources

Action Requested
To accept the retirement of the following individual:

Name	Position/Division	Effective Date
Albert Legge	HVAC Mechanic "A"	11/01/18

Justification
Retirement

Bergen
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BOARD OF TRUSTEES ACTION P18
Approval Date: September 4, 2018

Resolution
WHEREAS the Bergen Community College ("College") and the Bergen Community College Chapter of United Adjunct Faculty of New Jersey ("Adjunct Faculty") agree to recommend the following terms for a successor collective bargaining agreement subject to Board approval.

Submitted By
Dr. Michael D. Redmond, President
Mr. James R. Miller, Executive Director, Human Resources

Please see attached document.

Memorandum of Agreement
Between
Bergen Community College
And
Bergen Community College Chapter of United Adjunct Faculty of New Jersey, Local 2222, American Chapter of Teachers ("AFT"), AFT-New Jersey AFL-CIO

This **Memorandum of Agreement ("MOA")** is between the **Bergen Community College ("BCC")** and **Bergen Community College Chapter of United Adjunct Faculty of New Jersey ("Adjunct Faculty")** through their respective representatives, collectively the "Parties", and incorporates the terms set forth below which shall commence on July 1, 2016 until June 30, 2019. The Parties acknowledge that this Agreement shall modify certain Articles and provisions of the Parties' existing Collective Bargaining Agreement ("CBA"), which expired on June 30, 2016.

The negotiating committees of the BCC and the Adjunct Faculty understand and agree that there shall be no changes in the existing terms and conditions of employment between the parties unless specified below:

IX. ARTICLE IX - WAGES

A. Wages

Per Credit Rate – Effective 7/1/2016				
	Master's & Above	Bachelor	Associate	None
New Bargaining Unit Member Rate	$ 749.00	$ 739.00	$ 727.00	$ 715.00
Unit Member 6th Semester Rate	$ 782.00	$ 771.00	$ 760.00	$ 749.00
Per Credit Rate – Effective 7/1/2017				
	Master's & Above	Bachelor	Associate	None
New Beginning Unit Member Rate	$ 764.00	$ 754.00	$ 742.00	$ 729.00
Unit Member 6th Semester Rate	$ 798.00	$ 786.00	$ 775.00	$ 764.00

*The Parties have agreed to renegotiate the per credit rate for year three of the CBA, which shall be effective from July 1, 2018. No additional language in the CBA shall be renegotiated in the July 1, 2016 to June 30, 2019 CBA.

Full retroactive salary increases back to July 1, 2016, shall apply to those Adjunct faculty who worked in any of the following semesters: the Fall of 2016, the Spring of 2017, the Fall of 2017, and any necessary increase due for the Spring of 2018.

B. Excellence in Teaching & Continued Academic Achievement Program

In order to qualify for additional pay based on excellence in teaching and continued academic achievement, an Adjunct Faculty Member must complete 30 cumulative semesters (the semesters need not be consecutive) as an Adjunct Facility Member with the College. For consideration, the following documents must be completed and/or submitted:

- A classroom observation done within the past five (5) years (must exceed expectations in at least four (4) of the eight (8) areas and meet expectations in the remaining areas)
- Positive student evaluations. Must submit SmartEvals report for all classes taught for two (2) different semesters within the past two (2) years.
- Evidence of professional development in the discipline or pedagogy within the past two (2) years. (e.g. workshops, conference, training, etc.). Submission shall be made using the official College form (attached as Exhibit A), which will include the required documentation; i.e., certificate or workshop completion form.

The application packet must be submitted to the Assistant Dean of Adjunct Administration by January 15th for the following fall semester and/or August 15th for the following spring semester.

Upon submission of the above documentation, qualification for the additional compensation shall be in the sole discretion of the College.

Once the College qualifies the Adjunct Faculty Member for the Program, that individual shall be entitled to $30.00 per credit per semester.

Candidates not granted approval for the Excellence in Teaching & Continued Academic Achievement Program can request feedback from the Assistant Dean of Adjunct Administration. Feedback shall be given within thirty (30) calendar days.

XVI. ARTICLE XVI – ADDITIONAL BENEFITS

A. Adjunct Faculty Members shall receive employee identification cards and a parking pass, without charge, no later than the end of the first week of any semester in which they are teaching on campus for that semester.

B. Adjunct Faculty Members shall have access to a permanent adjunct professor faculty lounge, which shall be equipped with lockers.

C. Adjunct Faculty Members shall have a dedicated adjunct faculty lounge with a mailbox and a filing cabinet for union business. The security of the filing cabinet shall be the sole responsibility of the union.

D. Adjunct Faculty Members shall receive free entrance to the gym and pool for any semester when they are on campus in a teaching position.

XX. ARTICLE XX – DURATION

The term of this agreement shall be from July 1, 2016 until June 30, 2019 and shall remain in full force and effect until a successor agreement has been reached.

Dated: _____

Michael Redmond, President
Bergen Community College

Dated: 8/30/2018

Jeff Hering, Chapter Chair
Bergen Community College Chapter of United Adjunct Faculty of New Jersey, Local 2222, American Chapter of Teachers (AFT), AFT- New Jersey AFL- CIO

Bergen
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400 Paramus Road, Paramus, New Jersey 07652
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BOARD OF TRUSTEES ACTION S/F 1
Approval Date: September 4, 2018

Resolution
To award Public Bid P-2278 to Nickerson Corporation for the provision and installation of new bleachers in the Pitkin Education Center gymnasium.

Submitted By
Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. Victor Anaya, Executive Director, Finance
Ms. Barbara Golden, Director, Purchasing & Services
Mr. Robert P. Coane, Director, Campus Planning

Action Requested
Award Public Bid P-2278 Pitkin Education Center Gymnasium Bleachers to Nickerson Corporation in the amount of $184,000.00, plus Alternate 1*, in the amount of $17,000.00.

Justification
The existing gymnasium bleachers are beyond their useful life, and are not in compliance with current codes and accessibility requirements, and therefore, must be replaced. The work includes demolition, removal and disposal of the existing bleachers.

At total of five companies registered for bid packages and one bid was received.

Charge To: County Bond
Account Number: 20-00-180000-604238

*Alternate 1: Two additional 7 foot diameter graphic logos applied to the face of the end bleacher units.

Bergen Community College
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BOARD OF TRUSTEES ACTION S/F 2
Approval Date: September 4, 2018

Resolution
To award Public Bid P-2284 for construction of a STEM Student Research Center in the former Dental Hygiene Lab in the Pitkin Education Center to GPC, Inc.

Submitted By
Dr. William Mullaney, Academic, Vice President
Mr. William Corcoran, Vice President, Facilities Planning, Operations and Public Safety
Mr. Victor Anaya, Executive Director, Finance
Ms. Barbara Golden, Director, Purchasing & Services
Mr. Robert P. Coane, Director, Campus Planning

Action Requested
Award Public Bid P-2284 STEM Student Research Center to GPC. Inc., in the amount of $716,000.00, plus Alternate 3, in the amount of $ 24,000.00.

Justification
This project will renovate the former Dental Hygiene Lab located on the third floor of the Pitkin Education Center to create a STEM Student Research Center. The result will be a state of the art space which will accommodate current and future STEM programs.

At total of 29 companies registered for bid packages and 11 bids were received. See attached table for bids received.

Charge To: STEM Grant, Buehler Grant, College funds
Account Number: 20-03-590700-604238, 20-03-591000-604238, 20-01-160100-604238

P-2284 Stem Student Research Center

	GPC, Inc.	H&S Construction & Mechanical, Inc.	Molba Construction	Joseph A. Natoli Construction Corporation	Frankoski Construction Co., Inc.	Practical LLC
Total Base Bid	**$716,000.00**	**$745,000.00**	**$785,000.00**	**$847,000.00**	**$873,000.00**	**$874,000.00**
Alternate 1	$32,000.00	$19,000.00	$39,270.00	$31,000.00	$35,000.00	$32,000.00
Alternate 2	$15,000.00	$12,000.00	$27,500.00	$24,000.00	$11,500.00	$10,000.00
Alternate 3	$24,000.00	$21,000.00	$28,750.00	$29,000.00	$34,000.00	$85,000.00
Alternate 4	$5,000.00	$3,300.00	-$500.00	-$1,000.00	$6,100.00	$9,500.00

	Alna Construction Corp.	G Meyer Group	ML, Inc.	B&B Contracting Group	DiCarolis Associates, Inc.
Total Base Bid	**$938,000.00**	**$954,000.00**	**$966,000.00**	**$967,067.00**	**$989,129**
Alternate 1	$35,000.00	$33,000.00	$25,000.00	$35,424.00	$41,000
Alternate 2	$1.00	$24,000.00	$35,000.00	$19,827.00	$15,000
Alternate 3	$30,000.00	$28,000.00	$30,000.00	$123,572.00	$33,000
Alternate 4	$1,000.00	$16,000.00	$7,000.00	$3,658.00	-$2,500.00

Alternate #1: Furnish and install clean agent sprinkler system at server room
Alternate #2: Furnish and install roof access doorway
Alternate #3: Obtain licensed abatement contractor to remove existing VCT and mastic down to slab mechanically in its entirety, in accordance with NJ state regulations
Alternate #4: Furnish and install CF-1A floor finish in lieu of CF-1 floor finish